

IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF ALABAMA

SALZGITTER MANNESMANN	)	
INTERNATIONAL (USA) INC.,	)	
	)	
	)	
Plaintiff,	)	
	)	
v.	)	Civil Action No.: 2:07cv764-MHT
	)	
SOUTHEASTERN STUD &	)	
COMPONENTS, INC.,	)	
	)	
	)	
Defendant.	)	

**BRIEF IN SUPPORT OF PLAINTIFF'S  
MOTION FOR SUMMARY JUDGMENT**

Plaintiff Salzgitter Mannesmann International (USA) Inc. ("Salzgitter"), has moved this Court, pursuant to FED R. CIV. P. 56, for summary judgment on its claim in the above-captioned case on the ground that there are no genuine issues as to any material fact, and Plaintiff is entitled to judgment as a matter of law, and offers this Brief in support of its Motion.

**STANDARD ON SUMMARY JUDGMENT**

Summary judgment requires a trial court to decide cases where no genuine issues of material fact are present. *See* Fed. R. Civ. P. 56. The court must determine: (1) whether any genuine issues of material fact exist; and if not, (2) whether the moving party is entitled to judgment as a matter of law. *Id.*; *see also*

*Smith v. Allen*, 502 F.3d 1255, 1265 (11th Cir. 2007). The moving party “always bears the initial responsibility of informing the district court of the basis for its motion, and identifying those portions of the ‘pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any,’ which it believes demonstrate the absence of a genuine issue of material fact.” *Celotex Corp. v. Catrett*, 477 U.S. 317, 323 (1986) (quoting Fed. R. Civ. P. 56). The movant can meet this burden by offering evidence showing no dispute of material fact or by showing that the nonmoving party’s evidence fails to meet some element of its case on which it bears the ultimate burden of proof. *Celotex*, 477 U.S. at 322-23.

#### STATEMENT OF UNDISPUTED FACTS

1. Salzgitter is a steel distributor with its headquarters and principal place of business in Houston, Texas. (*See* Affidavit of Rolf Mainz (“Mainz Aff.”), attached hereto as **Exhibit A**, p. 1, ¶ 2, ln. 1.)

2. Southeastern Stud is a manufacturer and distributor of light gauge steel framing, and is headquartered and has its principal place of business in Montgomery, Alabama. (*See* Defendant’s Answer, **Doc. 8**, p. 1, ¶ 2, ln. 1.)

3. Beginning in 2003, Southeastern Stud and Salzgitter entered into a series of steel-supply contracts for galvanized steel coils to be delivered to New Orleans, Louisiana. (*See* Mainz Aff., **Exhibit A**, p. 1, ¶ 2, lns. 4-7.)

4. On or about January 24, 2006, Southeastern Stud sent Salzgitter Purchase Order No. sd-012306. (*See* Mainz Aff., **Exhibit A**, p. 2, ¶ 3, lns. 1-2 and **Exhibit 1(a)** thereto; Defendant's Response to Plaintiff's Requests for Admissions ("Admissions Doc."), attached hereto as **Exhibit B**, p. 7, ¶ 1, ln. 3.)

5. On or about February 6, 2006 Salzgitter sent Southeastern Stud a written Order Confirmation for Purchase Order No. sd-012306. (*See* Mainz Aff., **Exhibit A**, p. 2, ¶ 4, lns. 1-2 and **Exhibit 2(a)**; Admissions Doc., **Exhibit B**, p. 7, ¶ 2, ln. 3.)

6. Salzgitter arranged for the overseas purchase of the steel ordered by Southeastern Stud, and its delivery to New Orleans. (*See* Mainz Aff., **Exhibit A**, p. 2, ¶ 5, lns. 1-3.) In early-October, 2006, this steel arrived in New Orleans. (*Id.*) Southeastern Stud took delivery of some steel in this shipment. (*See* Admissions Doc., **Exhibit B**, p. 4, ¶ 8, lns. 3-5.)

7. On or about May 11, 2006, Southeastern Stud sent Salzgitter Purchase Order No. 1414. (*See* Mainz Aff., **Exhibit A**, p. 2, ¶ 6, lns. 1-2 and **Exhibit 1(b)**; Admissions Doc., **Exhibit B**, p. 7, ¶ 1, ln. 3.)

8. On or about May 23, 2006, Salzgitter sent Southeastern Stud a Confirmation of Purchase Order No. 1414, reflecting the same terms. (*See* Mainz Aff., **Exhibit A**, p. 3, ¶ 7, lns. 1-2 and **Exhibit 2(b)**; Admissions Doc., **Exhibit B**, p. 7, ¶ 2, ln. 3.)

9. Salzgitter arranged for the overseas purchase of the steel ordered by Southeastern Stud. (*See* Mainz Aff., **Exhibit A**, p. 3, ¶ 8, lns. 1-2.) On or around September 9, 2006, this steel arrived in New Orleans. (*Id.* at ¶ 8, ln. 3.) Southeastern Stud took delivery of some steel from this shipment. (*See* Admissions Doc., **Exhibit B**, pp. 2-3, ¶ 4, lns. 1-6.)

10. On or about July 13, 2006, Southeastern Stud sent Salzgitter Purchase Order No. 1496. (*See* Mainz Aff., **Exhibit A**, p. 3, ¶ 9 and **Exhibit 1(c)**; Admissions Doc., **Exhibit B**, p. 7, ¶ 1, ln. 3.)

11. On or about August 15, 2006, Salzgitter sent Southeastern Stud a Confirmation of Purchase Order No. 1496, reflecting the same terms. (*See* Mainz Aff., **Exhibit A**, p. 3, ¶ 10, lns. 1-2 and **Exhibit 2(c)**; Admissions Doc., **Exhibit B**, p. 7, ¶ 2, ln. 3.)

12. Salzgitter arranged for the overseas purchase of the steel ordered by Southeastern Stud, and its delivery to New Orleans. (*See* Mainz Aff., **Exhibit A**, p. 3, ¶ 11, lns. 1-2.) In November, 2006, the steel arrived in New Orleans. (*Id.* at ¶ 8, ln. 3.) Southeastern Stud took delivery of some steel in this shipment. (*See* Admissions Doc., **Exhibit B**, p. 3, ¶ 6, lns. 1-6.)

13. Upon arrival in New Orleans, steel identified in Paragraphs 3 through 12 above was delivered or made available to Southeastern Stud upon request. (*See* Mainz Aff., **Exhibit A**, pp. 3-4, ¶ 12, lns. 1-3.) Upon each such delivery, an

invoice was issued to Southeastern Stud (the “Invoices”), only for the steel of which it took delivery. (*Id.* at p. 4, ¶ 12, lns. 3-4.)

14. On or about December 15, 2006, as evidenced by Invoice No. 24446, Salzgitter delivered steel to Southeastern Stud from Purchase Order No. sd-012306. (*See* Mainz Aff., **Exhibit A**, p. 4, ¶ 13, lns. 1-3 and **Exhibit 3(a)**, p.1.) The total amount of Invoice No. 24446 was \$80,848.35. (*Id.*)

15. Southeastern Stud has paid only \$46,387.91 towards Invoice No. 24446, leaving a balance due of \$34,460.44. (*See* Mainz Aff., **Exhibit A**, p. 4, ¶ 13, lns. 5-6.)

16. On or about December 29, 2006, as evidenced by Invoice No. 24605, Salzgitter delivered steel to Southeastern Stud from Purchase Order No. 1414. (*See* Mainz Aff., **Exhibit A**, p. 4, ¶ 14, lns. 1-3 and **Exhibit 3(b)**, p. 1.) The total amount of Invoice No. 24605 was \$91,098.82. (*Id.*)

17. Southeastern Stud has paid only \$20,000.00 towards Invoice No. 24605, leaving a balance due of \$71,098.82. (*See* Admissions Doc., **Exhibit B**, p. 5, ¶ 13, lns. 1-3.)

18. On or about January 5, 2007, as evidenced by Invoice No. 24646, Salzgitter delivered steel to Southeastern Stud from Purchase Order No. 1414. (*See* Mainz Aff., **Exhibit A**, p. 4, ¶ 15, lns. 1-3 and **Exhibit 3(c)**, p. 1.) The total amount of Invoice No. 24646 was \$328,271.23. (*Id.*)

19. Southeastern Stud has not paid any amounts towards Invoice No. 24646, leaving a balance due of \$328,271.23. (*See* Admissions Doc., **Exhibit B**, p. 5, ¶ 14, lns. 1-3.)

20. On or about January 5, 2007, as evidenced by Invoice No. 24648, Salzgitter delivered steel to Southeastern Stud from Purchase Order No. 1496. (*See* Mainz Aff., **Exhibit A**, p. 5, ¶ 16, lns. 1-3 and **Exhibit 3(d)**, p. 1.) The total amount of Invoice No. 24648 was \$147,864.17. (*Id.*)

21. Southeastern Stud has not paid any amounts towards Invoice No. 24648, leaving a balance due of \$147,864.17. (*See* Admissions Doc., **Exhibit B**, pp. 5-6, ¶ 15, lns. 1-3.)

22. On or about January 12, 2007, as evidenced by Invoice No. 24677, Salzgitter delivered steel to Southeastern Stud from Purchase Order No. 1496. (*See* Mainz Aff., **Exhibit A**, p. 5, ¶ 17, lns. 1-3 and **Exhibit 3(e)**, p. 1.) The total amount of Invoice No. 24677 was \$77,613.83. (*Id.*)

23. Southeastern Stud has not paid any amounts towards Invoice No. 24677, leaving a balance due of \$77,613.83. (*See* Admissions Doc., **Exhibit B**, p. 6, ¶ 16, lns. 1-3).

24. On or about February 8, 2007, as evidenced by Invoice No. 24840, Salzgitter delivered steel to Southeastern Stud from Purchase Order No. 1414.

(See Mainz Aff., **Exhibit A**, p. 5, ¶ 18, lns. 1-3 and **Exhibit 3(f)**, p. 1.) The total amount of Invoice No. 24840 was \$15,146.73. (*Id.*)

25. Southeastern Stud has not paid any amounts towards Invoice No. 24840, leaving a balance due of \$15,146.73. (See Admissions Doc., **Exhibit B**, p. 6, ¶ 17, lns. 1-3.)

26. On or about April 30, 2007, as evidenced by Invoice No. 25501, Salzgitter delivered steel to Southeastern Stud from Purchase Order No. sd-012306. See Mainz Aff., **Exhibit A**, pp. 5-6, ¶ 19, lns. 1-3 and **Exhibit 3(g)**, p. 1.) The total amount of Invoice No. 25501 was \$10,148.97. (*Id.*)

27. Southeastern Stud has not paid any amounts towards Invoice No. 25501, leaving a balance due of \$10,148.97. (See Mainz Aff., **Exhibit A**, p. 6, ¶ 19, lns. 5-6.)

28. On or about May 8, 2007, as evidenced by Invoice No. 25549, Salzgitter delivered additional steel to Southeastern Stud. See Mainz Aff., **Exhibit A**, p. 6, ¶ 20, lns. 1-3 and **Exhibit 3(h)**, p. 1.) The total amount of Invoice No. 25549 was \$16,238.88. (*Id.*)

29. Southeastern Stud has not paid any amounts towards Invoice No. 25549, leaving a balance due of \$16,238.88. (See Mainz Aff., **Exhibit A**, p. 6, ¶ 20, lns. 5-6.)

30. The Invoices, by their Terms and Conditions, provide that Salzgitter is entitled to interest on the outstanding balance at the rate of prime plus two percent. *See, e.g.*, Invoice No. 25501, attached as **Exhibit 3(g)** to Mainz Aff., **Exhibit A**, p. 3, ¶ 14, lns. 1-5.)

31. On January 29, 2007, Salzgitter sent Southeastern Stud Invoice No. DN2476, for \$4,590.32, representing interest charges accrued against the unpaid invoice amounts to that date. (*See* Mainz Aff., **Exhibit A**, p. 6, ¶ 21, lns. 1-3 and **Exhibit 3(i)**, p. 1.)

32. The total unpaid balance on all of the above-described invoices is \$699,334.78. (*See* Mainz Aff., **Exhibit A**, p. 6, ¶ 22, lns. 1-2.)

33. The Invoice Terms and Conditions provide that Salzgitter is entitled to attorneys' fees and costs associated with enforcing its rights against Southeastern Stud. (*See, e.g.*, Invoice No. 25501, attached as **Exhibit 3(g)** to Mainz Aff., **Exhibit A**, p. 2, ¶ 11, lns. 1-12.)

34. The Invoice Terms and Conditions further provide that the law of the State of Texas shall govern the relationship of the parties. (*See id.*, at p. 3, ¶ 22, lns. 1-3.)



## ARGUMENT

There are no genuine issues of material fact with regard to Salzgitter's breach of contract claim, and Salzgitter is entitled to judgment as a matter of law. Under Texas law, the essential elements of breach of contract are: "1) the existence of a valid contract, (2) that the plaintiff performed or tendered performance, (3) that the defendant breached the contract, and (4) that the plaintiff was damaged as a result of the breach." *Southwell v. University of the Incarnate Word*, 974 S.W. 2d 351, 354-55 (Tex. App. Ct. 2007).<sup>1</sup>

### **A. Southeastern Stud Agreed to Purchase Steel From Salzgitter.**

Southeastern Stud and Salzgitter entered into valid contracts for the purchase and sale of galvanized steel coils. As described in the Statement of Undisputed Facts and detailed in the supporting Affidavit, Southeastern Stud sent Salzgitter purchase orders (the "Purchase Orders") for steel. Salzgitter sent written order confirmations in return (the "Order Confirmations"). These documents contained all fundamental terms of the parties' agreement, including price, quantity, characteristics of goods, and basic payment terms.

Southeastern Stud received or took delivery of steel in these Orders. Salzgitter issued invoices (the "Invoices") to Southeastern Stud referencing the

---

<sup>1</sup> The documents memorializing the agreement between the parties expressly provide that the contracts shall be governed by the laws of the State of Texas. *See* Statement of Undisputed Facts, Paragraph 24, *supra*. Choice of law provisions are fully enforceable in Alabama. *See, e.g., Polaris Sales, Inc. v. Harris Imports, Inc.*, 879 So. 2d 1129, 1133 (Ala. 2003) ("Alabama law has long recognized the right of parties to an agreement to choose a particular state's laws to govern an agreement.").

steel in the Purchase Orders that had been received by or delivered to Southeastern Stud (collectively, the Purchase Orders, Order Confirmations, and Invoices are referred to as the “Contract Documents”).

Both by its express agreement, in the form of the Purchase Orders, and by its conduct, in taking delivery of the steel, Southeastern Stud agreed to purchase steel from Salzgitter on the terms expressed in the Contract Documents (the “Contract Term”).

**B. Salzgitter Performed on the Contracts Between the Parties.**

Salzgitter fully performed its obligations under the steel supply contracts between the parties and the Contract Documents. There is no dispute that Salzgitter obtained the steel ordered by Southeastern Stud, arranged to have it shipped to New Orleans, and delivered it to Southeastern Stud, which was invoiced for the steel it took.

**C. Southeastern Stud Breached the Contracts Between the Parties.**

The Contract Terms required Southeastern Stud to make payment for the steel it ordered and for which it took delivery, as provided by the Contract Documents. Southeastern Stud has failed to pay the amounts invoiced by Salzgitter, amounting to \$694,744.26. This constitutes a breach of Southeastern Stud’s primary obligation under its contracts with Salzgitter.

**D. Salzgitter Has Been Damaged.**

Salzgitter has been damaged by Southeastern Stud's conduct. It has supplied steel to Southeastern Stud without receiving payment. Salzgitter is entitled to the contract price for the goods received by Southeastern Stud for which it has not paid: \$694,744.26.

The undisputed facts evidence that Southeastern Stud entered into steel-supply contracts with Salzgitter, that Salzgitter performed by supplying the steel, and that Southeastern Stud breached the contracts by failing to pay for the steel. Salzgitter is entitled to damages in the amount owed under the contracts, plus interest as provided for in the contract documents.

**E. Salzgitter is Contractually Entitled to Interest and Attorneys' Fees.**

The Contract Documents expressly provide that Salzgitter is entitled to interest at the rate of prime plus two percent on the unpaid balance owed by Salzgitter. Salzgitter has properly debited Southeastern Stud's account, via invoice, for \$4,590.32 in interest charges up to January 29, 2007, bringing Southeastern Stud's recorded outstanding balance to **\$699,334.78**. (*See* Statement of Undisputed Facts, Paragraphs 31 and 32, *supra*.) Salzgitter is further entitled to interest, at the contract rate, on the full outstanding balance, having accrued up to the date of this filing.

The Contract Documents also provide that Salzgitter is entitled to an award of reasonable attorneys' fees and costs associated with enforcing its rights against Southeastern Stud. By reason of Southeastern Stud's breach of the Contracts between the parties, Salzgitter has incurred attorneys' fees and costs of litigation.

### **CONCLUSION**

Salzgitter is entitled to summary judgment on its breach of contract claim because the undisputed facts demonstrate that Salzgitter has fully performed under the steel-supply contracts between Salzgitter and Southeastern Stud, that Southeastern Stud has breached those contracts, and that Salzgitter has been damaged as a result. Salzgitter is therefore entitled to judgment as a matter of law on its claim for breach of contract, as well as interest, attorneys' fees, and costs.

WHEREFORE, Plaintiff Salzgitter Mannesmann International (USA) Inc., requests that the Court grant its Motion for Summary Judgment and enter a judgment on its behalf against Defendant Southeastern Stud & Components, Inc.

s/ J. Forrest Hinton

J. FORREST HINTON  
CHRISTOPHER C. HAUG

Attorneys for Plaintiff Salzgitter  
Mannesmann International (USA) Inc.

OF COUNSEL:

BAKER, DONELSON, BEARMAN,  
CALDWELL & BERKOWITZ, PC  
Wachovia Tower  
420 20th Street North, Suite 1600  
Birmingham, Alabama 35203  
Telephone (205) 328-0480  
Facsimile (205) 322-8007

**CERTIFICATE OF SERVICE**

I hereby certify that on April 4, 2008, the foregoing was served by electronic mail via the Court's CM/ECF system on the following:

James L. Day  
Von G. Memory  
Memory & Day  
469 South McDonough Street  
Montgomery, Alabama 36103-4054  
Telephone (334) 834-8000  
Facsimile (334) 834-8001

s/ J. Forrest Hinton  
Of Counsel

**EXHIBIT A**

**EXHIBIT A**

IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF ALABAMA

SALZGITTER MANNESMANN	)	
INTERNATIONAL (USA) INC.,	)	
	)	
	)	
Plaintiff,	)	
	)	
v.	)	Civil Action No.: 2:07cv764-MHT
	)	
SOUTHEASTERN STUD &	)	
COMPONENTS, INC.,	)	
	)	
	)	
Defendant.	)	

**AFFIDAVIT OF ROLF MAINZ**

**STATE OF ILLINOIS )**

**COUNTY OF COOK )**

1. My name is Rolf Mainz. I am over 21 years of age and am competent to testify in the above-referenced matter. I am, and was at all times relevant to the matters testified to herein, an Executive Vice President of Salzgitter Mannesmann International (USA) Inc ("Salzgitter"). This Affidavit is based on my personal knowledge.

2. Salzgitter is a steel distributor with its headquarters and principal place of business in Houston, Texas. In my position as Salzgitter Executive Vice President, I am familiar with Southeastern Stud & Components, Inc.

(“Southeastern Stud”). Beginning in 2003, Southeastern Stud and Salzgitter entered into a series of steel supply contracts. Southeastern Stud placed orders for hot-dipped, flat-rolled galvanized coils with Salzgitter, which obtained the steel overseas and delivered it to New Orleans, Louisiana.

3. On or about January 24, 2006, Southeastern Stud sent Salzgitter Purchase Order No. sd-012306, for 1,873,000 pounds of hot-dipped flat rolled galvanized steel coils at a price of \$603,759.50, to be delivered to New Orleans, Louisiana. A true and correct copy of Purchase Order No. sd-012306 is attached to this Affidavit as **Exhibit 1(a)**.

4. On or about February 6, 2006, Salzgitter sent Southeastern Stud a Confirmation of Purchase Order No. sd-012306, reflecting the same terms. A true and correct copy of this Order Confirmation is attached to this Affidavit as **Exhibit 2(a)**.

5. Salzgitter arranged for the overseas purchase of the steel ordered by Southeastern Stud, and its delivery to New Orleans. In early-October 2006, this steel arrived in New Orleans.

6. On or about May 11, 2006, Southeastern Stud sent Salzgitter Purchase Order No. 1414, for 1,764,000 pounds of steel at a price of \$714,366.00, to be delivered to New Orleans, Louisiana. A true and correct copy of Purchase Order No. 1414, is attached to this Affidavit as **Exhibit 1(b)**.



7. On or about May 23, 2006, Salzgitter sent Southeastern Stud a Confirmation of Purchase Order No. 1414, reflecting the same terms. A true and correct copy of this Order Confirmation is attached to this Affidavit as **Exhibit 2(b)**.

8. Salzgitter arranged for the overseas purchase of the steel ordered by Southeastern Stud. On or around September 9, 2006, this steel arrived in New Orleans.

9. On or about July 13, 2006, Southeastern Stud sent Salzgitter Purchase Order No. 1496, for 1,764,000 pounds of steel at a price of \$728,196.00, to be delivered to New Orleans, Louisiana. A true and correct copy of Purchase Order No. 1496, is attached to this Affidavit as **Exhibit 1(c)**.

10. On or about August 15, 2006, Salzgitter sent Southeastern Stud a Confirmation of Purchase Order No. 1496, reflecting the same terms. A true and correct copy of this Order Confirmation is attached this Affidavit as **Exhibit 2(c)**. Defendant has admitted the truth, authenticity, and correctness of this document.

11. Salzgitter arranged for the overseas purchase of the steel ordered by Southeastern Stud, and its delivery to New Orleans. In November, 2006, this steel arrived in New Orleans.

12. Upon arrival in New Orleans, much of the steel identified in Paragraphs 3 through 12 was held by Salzgitter and delivered to Southeastern Stud

in smaller amounts on request. Upon each such delivery, an invoice was issued to Southeastern Stud, only for the steel of which it took delivery.

13. On or about December 15, 2006, as evidenced by Invoice No. 24446, Salzgitter delivered to Southeastern Stud 253,443 pounds of steel from Purchase Order No. sd-012306. A true and correct copy of Invoice No. 24446 is attached to this Affidavit as **Exhibit 3(a)**. The total amount of Invoice No. 24446 was \$80,848.35. Southeastern Stud, to date, has paid only \$46,387.91 towards this Invoice, leaving a balance due of \$34,460.44.

14. On or about December 29, 2006, as evidenced by Invoice No. 24605, Salzgitter delivered to Southeastern Stud 217,420 pounds of steel from Purchase Order No. 1414. A true and correct copy of Invoice No. 24605 is attached to this Affidavit as **Exhibit 3(b)**. The total amount of Invoice No. 24605 was \$91,098.82. Southeastern Stud, to date, has paid only \$20,000.00 towards this invoice, leaving a balance due of \$71,098.82.

15. On or about January 5, 2007, as evidenced by Invoice No. 24646, Salzgitter delivered to Southeastern Stud 774,770 pounds of steel from Purchase Order No. 1414. A true and correct copy of Invoice No. 24646 is attached to this Affidavit as **Exhibit 3(c)**. The total amount of Invoice No. 24646 was \$328,271.23. Southeastern Stud, to date, has not paid any amounts towards this invoice, leaving a balance due of \$328,271.23.

16. Also on or about January 5, 2007, as evidenced by Invoice No. 24648, Salzgitter delivered to Southeastern Stud 366,430 pounds of steel from Purchase Order No. 1496. A true and correct copy of Invoice No. 24648 is attached to this Affidavit as **Exhibit 3(d)**. The total amount of Invoice No. 24648 was \$147,864.17. Southeastern Stud, to date, has not paid any amounts towards this invoice, leaving a balance due of \$147,864.17.

17. On or about January 12, 2007, as evidenced by Invoice No. 24677, Salzgitter delivered to Southeastern Stud 191,185 pounds of steel from Purchase Order No. 1496. A true and correct copy of Invoice No. 24677 is attached to this Affidavit as **Exhibit 3(e)**. The total amount of Invoice No. 24677 was \$77,613.83. Southeastern Stud, to date, has not paid any amounts towards this invoice, leaving a balance due of \$77,613.83.

18. On or about February 8, 2007, as evidenced by Invoice No. 24840, Salzgitter delivered to Southeastern Stud 35,935 pounds of steel from Purchase Order No. 1414. A true and correct copy of Invoice No. 24840 is attached to this Affidavit as **Exhibit 3(f)**. The total amount of Invoice No. 24840 was \$15,146.73. Southeastern Stud, to date, has not paid any amounts towards this invoice, leaving a balance due of \$15,146.73.

19. On or about April 30, 2007, as evidenced by Invoice No. 25501, Salzgitter delivered to Southeastern Stud 29,762 pounds of steel from Purchase

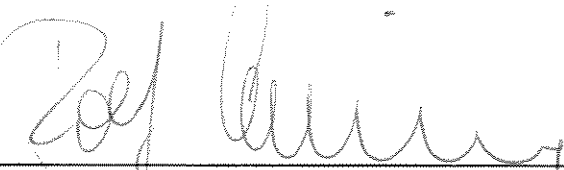
Order No. sd-12306. A true and correct copy of Invoice No. 25501 is attached to this Affidavit as **Exhibit 3(g)**. The total amount of Invoice No. 25501 was \$10,148.97. Southeastern Stud, to date, has not paid any amounts towards this invoice, leaving a balance due of \$10,148.97.

20. On or about May 8, 2007, as evidenced by Invoice No. 25549, Salzgitter delivered additional steel to Southeastern Stud. A true and correct copy of Invoice No. 25549 is attached to this Affidavit as **Exhibit 3(h)**. The total amount of Invoice No. 25549 was \$16,238.88. Southeastern Stud, to date, has not paid any amounts towards this invoice, leaving a balance due of \$16,238.88.

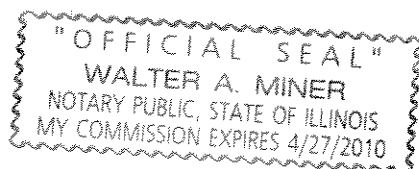
21. On or about January 29, 2007, Salzgitter sent Southeastern Stud Invoice No. DN24764, for \$4590.32, representing interest accrued against the unpaid invoice amounts to that date. A true and correct copy of Invoice No. DN24764 is attached to this Affidavit as **Exhibit 3(i)**.

22. The total unpaid balance on these Invoices, minus \$6,098.81 credited to Southeastern Stud for variances in contract amounts, is \$699,334.78.

FURTHER AFFIANT SAITH NOT.

  
\_\_\_\_\_  
ROLF MAINZ

Sworn to and subscribed before me this 2<sup>nd</sup> day of April, 2008.



Walter A. Miner

Notary Public

My Commission Expires: 4/27/2010

# **EXHIBIT 1-A**

# **EXHIBIT 1-A**

2 Baldwin Avenue  
Montgomery, AL 36108  
Phone: (334) 286-0838 Fax: (334) 286-0839

# PURCHASE ORDER

DATE	P.O. NUMBER
1/24/2006	sd-012306-1

SHIP TO  
"CUSTOMER PICK-UP"  
BUYER: Scott Dowdell @ 812-280-7581

**VENDOR**  
**ZGITTER INTERNATIONAL, INC.**  
0 N. Barrington Rd, Suite 610  
fman Estates, IL 60195

**ATTN: Rolf Mainz**

<b>PHONE:</b>	<b>847-843-3800</b>
<b>FAX:</b>	<b>847-843-3802</b>

ITEM		DESCRIPTION	QTY	RATE	AMOUNT
		"Prime" galvanize, ASTM A-653, Normal spangle, chem treated, lightly oiled, 20" I.D., coil weights 14,000-23,000 lbs. Tolerance: 1/2 ASTM Guaranteed (aim 1/4 max)			
1	.016 min x 48.000", G40, CS-b Aim .017 max at crown		441,000	\$0.3345	\$147,514.50
2	.0265 min x 48.000", G40, CS-b Aim .0275 max at crown		441,000	\$0.3195	\$140,899.50
3	.0435 min x 48.375", G40, CS-b Aim .0445 max at crown		441,000	\$0.3165	\$139,576.50
4	.054 min x 48.375", G60, grade 50 Aim .055 max at crown		551,000	\$0.3190	\$175,769.00
			1,873,000 = 850 M.T.		\$0.00
	Note: Please include P.O. # on all Bill of Lading papers. Contact Tina Merriweather at 334-286-0838 when ready for pick-up.				
			SUBTOTAL		\$603,759.50
ETA	late April/early May				
F.O.B.	EDDP, loaded truck, NOLA			S & H	
Loading	EYE TO SIDE FOR SIDE FORK UNLOADING			TAX	
Terms	Net 30 <sup>45</sup>			TOTAL	\$603,759.50
Quality	"Prime"				

**EXHIBIT 1-B**

**EXHIBIT 1-B**





**EXHIBIT 1-C**

**EXHIBIT 1-C**

812-280-7087

p.1

3 06 12:49p

SCOTT DOWDELL

heastern Stud &amp; Components, Inc.

Baldwin Avenue  
gomery, AL 36108  
e: (334)286-0838 Fax: (334)286-0839**VENDOR**gitter International  
D N. Barrington Road  
e 610  
fman Estates, IL 60195  
N: Rolf Mainz  
ne: 847-843-3800  
: 847-843-3802**PURCHASE ORDER**

DATE	PO #
7/13/2008	1496

**SHIP TO**

Customer Pick Up

Buyer: Scott Dowdell @ 812.280.7581

**SPECIFICATIONS**SPECIFICATIONS APPLY. NORMAL SPANGLE, CHEM TREAT, LIGHT OIL, 20" ID, COIL WTS 13,000-23,000 LBS.  
(MENT TERMS = NET 30 FROM RELEASE AT DOCK.

Line #	Description	Pounds	Rate	Ext. S
1	.0165 min (aim .0175 max at crown) x 48, G30, grade CSb	551000	\$0.4290	\$236,379.00
2	.027 min (aim .028 max at crown) x 48, G30, grade CSb	772000	\$0.4080	\$314,976.00
3	.0435 min (aim .0445 max at crown) x 48.375, G40, grade CSb	441000	\$0.4010	\$176,841.00
<b>TOTAL</b>				1764000 \$728,196.00

DELIVERY: Fax release and pick up information, e-mail Chuck Neeley at cneeley@sestud.com, or fax to Chuck Neeley at 334-286-0839.  
**THEASTERN STUD PO# MUST BE ON ALL BILL OF LADINGS!!!**

<b>ETA:</b>	11/15/2006
<b>FOB:</b>	EDDP, LOADED TRUCK, NEW ORLEANS
<b>LOADING:</b>	EYE TO THE SIDE FOR FORKLIFT UNLOADING
<b>TERMS:</b>	Net 30
<b>QUALITY:</b>	"PRIME", TOLERANCE: 1/2 JIS GUARANTEED - AIM 1/4

Pre-calc 3652

# **EXHIBIT 2-A**

# **EXHIBIT 2-A**



Salzgitter Mannesmann  
International (USA), Inc.  
1770 St. James Place, Ste. 500  
Houston, TX 77056-3499  
Phone: (713) 386-7900  
Fax: (713) 965-9330

# ORDER CONFIRMATION

Sales Order No. SCH-05840  
Print Date 02/06/2006

# COPY

TO:	SHIP TO:
Southeastern Stud & Components 542 Baldwin Ave. Montgomery, AL 36108	Southeastern Stud & Components New Orleans, LA

F.O.B. POINT		SHIP VIA	ORDERED BY	CUSTOMER P.O. NO.		
		VESSEL		SD-012306-1		
ORDER DATE	TERMS		SALES PERSON	CONTRACT NUMBER		
2/6/2006	30 days from date of invoice		Rolf Mainz			
ITEM	DESCRIPTION	UNIT	MTS	LBS	USD/CWT	USD

We hereby confirm having sold to you subject to our conditions stated below and based on our attached Terms and Conditions of Sale for consumption  
U.S.A.

Origin: Lloyd's, India

IF - Cost, insurance and freight prepaid to New Orleans, LA, according to Incoterms 2000 latest edition, loaded truck and duty paid.

Prime hot dipped galvanized coils, ASTM A-653, zero spangle, skinpassed, chem.treat, light oil, G-40 coating for items 1-3, G-60, grade 50 for item 4,  
0" I.D., C/W 14 - 23000 C/W lbs. Seaworthy export packed, invoicing on actual net weight basis.

1	.016 MIN X 48 CS-B, G-40	0.00	200.000	440,924	33.45	147,489.08
	.0265 MIN X 48 CS-B, G-40	0.00	200.000	440,924	31.95	140,875.22
3	.0435 MIN X 48.375 CS-B, G-40	0.00	200.000	440,924	31.65	139,552.45
4	.054 MIN X 48.375 GRADE 50, G-60	0.00	250.000	551,155	31.90	175,818.45

Price Terms: The above mentioned prices are to be understood per CWT of 100 Lbs. Invoicing to be done on actual net weight basis.

Note when loading onto trucks in New Orleans: Eye to side for forklift truck unloading.

Delivery: March 2006 shipment from India, subject to unforeseen circumstances.

Payment: Net 30 days from invoice date that will coincide with the date material is ready for pick up.

Markings:  
CH-05840  
Customer P.O. SD-012306-1  
Quality



Salzgitter Mannesmann  
International (USA), Inc.  
1770 St. James Place, Ste. 500  
Houston, TX 77058-3499  
Phone: (713) 386-7900  
Fax: (713) 965-9330

**ORDER  
CONFIRMATION**

Sales Order No. SCH-05840  
Print Date 02/06/2006

Oil No.  
Part No.  
Size in inches  
Gross/Net weight in lbs and kgs  
Made in India

<b>TOTAL</b>	<u>0.00</u>	<u>850.000</u>	<u>1,873,927</u>	<u>603,735.19</u>
--------------	-------------	----------------	------------------	-------------------

Claim Procedure as per attached sheet.

This sales confirmation is subject to terms and conditions herein stated and those attached, including provisions for arbitration.

Please return one copy of this sales confirmation or duplicate hereof duly signed by you to signify your acceptance of the terms and conditions. Should we not receive the signed copy/duplicate within 10 days, it is understood that you agree with all terms and conditions herein stated.

Our order number and the invoice number must be included on all related correspondence concerning the invoice, including all remittances. Mill's weights are final. Atmospheric rust on unpacked material is not claimable.

No claims accepted after 30 days of receipt of material.

Seller reserves the right to cancel this contract if any anti-dumping and/or countervailing duties are threatened or applied by the department of commerce or any other U.S. Government Agency.

Accepted:  
Purchaser:

Very truly yours,  
Seller:  
Salzgitter Mannesmann  
International (USA), Inc.

By: \_\_\_\_\_

By: R. A. Moore

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

Please Sign and Return Duplicate

**EXHIBIT 2-B**

**EXHIBIT 2-B**





Salzgitter Mannesmann  
International (USA), Inc.  
1770 St. James Place, Ste. 500  
Houston, TX 77056-3499  
Phone: (713) 388-7900  
Fax: (713) 965-9330

# ORDER CONFIRMATION

Sales Order No. SCH-06249  
Print Date 05/23/2006

SHIP TO:	
<b>TO:</b>  Southeastern Stud & Components 4542 Baldwin Ave. Montgomery, AL 36108	Southeastern Stud & Components New Orleans, LA

F.O.B. POINT		SHIP VIA		ORDERED BY		CUSTOMER P.O. NO.	
		VESSEL				1414	
ORDER DATE		TERMS		SALES PERSON		CONTRACT NUMBER	
5/18/2006		30 days from date of invoice		Rolf Mainz			
ITEM	DESCRIPTION	UNIT	MTS	LBS	USD/CWT	USD	

We hereby confirm having sold to you subject to our conditions stated below and based on our attached Terms and Conditions of Sale for consumption in U.S.A.

Origin: Prosperity, Taiwan

Incoterms: CIF - Cost, insurance and freight prepaid to New Orleans, LA, according to Incoterms 2000 latest edition, loaded truck and duty paid.

Material: Prime hot dipped galvanized coils, CS-B, zero spangle, skinpassed, chem.treat, no oil, G-40, 20" I.D., Max C/W 13000- 23,000lbs. Seaworthy export packed, invoicing on actual net weight basis.

1	.0165min x 48	0.00	300.000	661,386	44.65	295,308.85
2	.027 min x 48"	0.00	250.000	551,155	42.55	234,516.45
	.0435 min x 48"	0.00	200.000	440,924	41.90	184,747.16

Price Terms: The above mentioned prices are to be understood per CWT of 100 Lbs. Invoicing to be done on actual net weight basis.

Note when loading onto trucks in New Orleans: Eye to side for forklift truck unloading.

Delivery: July 2006 shipment from Taiwan, subject to unforeseen circumstances.

Payment: Net 30 days from invoice date that will coincide with the date material is ready for pick up.

Markings:  
CH-06249  
Customer P.O. 1414  
Quality  
Coil No.  
Heat No.  
Size in inches  
Gross/Net weight in lbs and kgs  
Made in Taiwan





Salzgitter Mannesmann  
International (USA), Inc.  
1770 St. James Place, Ste. 500  
Houston, TX 77056-3499  
Phone: (713) 386-7900  
Fax: (713) 965-9330

**ORDER  
CONFIRMATION**

Sales Order No. SCH-06249  
Print Date 05/23/2006

**TOTAL**

0.00

750.000

1,653,485

714,572.46

Claim Procedure as per attached sheet.

This sales confirmation is subject to terms and conditions herein stated and those attached, including provisions for arbitration. Please return one copy of this sales confirmation or duplicate hereof duly signed by you to signify your acceptance of the terms and conditions. Should we not receive the signed copy/duplicate within 10 days, it is understood that you agree with all terms and conditions herein stated.

Our order number and the invoice number must be included on all related correspondence concerning the invoice, including all remittances. All weights are final. Atmospheric rust on unpacked material is not claimable.

No claims accepted after 30 days of receipt of material.

Seller reserves the right to cancel this contract if any anti-dumping and/or countervailing duties are threatened or applied by the department of commerce or any other U.S. Government Agency.

Accepted:  
Purchaser:

Very truly yours,  
Seller:  
Salzgitter Mannesmann  
International (USA), Inc.

By: \_\_\_\_\_

By: Peggy Hines

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

Please Sign and Return Duplicate

**EXHIBIT 2-C**

**EXHIBIT 2-C**



Salzgitter Mannesmann  
International (USA), Inc.  
1770 St. James Place, Ste. 500  
Houston, TX 77056-3499  
Phone: (713) 366-7900  
Fax: (713) 965-9330

# ORDER CONFIRMATION

Sales Order No. SCH-06577  
Print Date 08/15/2006

BILL TO:	SHIP TO:
Southeastern Stud & Components 4542 Baldwin Ave. Montgomery, AL 36108	Southeastern Stud & Components New Orleans, LA

F.O.B. POINT		SHIP VIA	ORDERED BY	CUSTOMER P.O. NO.		
		VESSEL	Scott Dowdell	1496		
ORDER DATE	TERMS		SALES PERSON	CONTRACT NUMBER		
8/8/2006	30 days from date of invoice		Rolf Mainz			
ITEM	DESCRIPTION	UNIT	MTS	LBS	USD/CWT	USD

we hereby confirm having sold to you subject to our conditions stated below and based on our attached Terms and Conditions of Sale for consumption in: U.S.A.

Mill: Tangshan Hengton / China- SMID ref# 703/2626/53406

CIF - Cost, insurance and freight prepaid to New Orleans, LA, according to Incoterms 2000 latest edition, loaded truck and duty paid.

Note to stevedore: When loading onto trucks in New Orleans: Eye to side for forklift truck unloading.

Product: hot dipped galvanized coils, items 1-3 CS-B, min spangle, chem. treat, dry, no oil, items 1 and 2 G-30, item 3 G-40 coating, 20" I.D., Max C/W 15,000-23,000lbs. Seaworthy export packed, invoicing on actual net weight basis.

1	.0165min x 48	0.00	250.000	551,155	42.90	236,445.50
2	.027 min x 48" 1.1104	0.00	350.000	771,617	40.80	314,819.74
	.0435 min x 48" 1.66 + 1.1104	0.00	200.000	440,924	40.10	176,810.52

Price Terms: The above mentioned prices are to be understood per CWT of 100 Lbs. Invoicing to be done on actual net weight basis.

Delivery: Sept 2006 shipment from China, subject to unforeseen circumstances.

Payment: Net 30 days from invoice date that will coincide with the date material is ready for pick up.

Markings:  
CH-06577  
Customer P.O. 1496  
Quality  
Coil No.  
Heat No.  
Size in inches  
Gross/Net weight in lbs and kgs  
Made in China

*B/L Aug 14 Top Ridge*



Salzgitter Mannesmann  
International (USA), Inc.  
1770 St. James Place, Ste. 500  
Houston, TX 77056-3499  
Phone: (713) 366-7900  
Fax: (713) 965-9330

# **ORDER CONFIRMATION**

Sales Order No. SCH-06577  
Print Date 08/15/2006

**TOTAL**

0.00

800.000

1,763,696

728,075.76

Claim Procedure as per attached sheet.

This sales confirmation is subject to terms and conditions herein stated and those attached, including provisions for arbitration. Please return one copy of this sales confirmation or duplicate hereof duly signed by you to signify your acceptance of the terms and conditions. Should we not receive the signed copy/duplicate within 10 days, it is understood that you agree with all terms and conditions herein stated.

Our order number and the invoice number must be included on all related correspondence concerning the invoice, including all remittances. \*All weights are final. Atmospheric rust on unpacked material is not claimable.

No claims accepted after 30 days of receipt of material.

Seller reserves the right to cancel this contract if any anti-dumping and/or countervailing duties are threatened or applied by the department of commerce or any other U.S. Government Agency.

Accepted:  
Buyer:

Very truly yours,  
Seller:  
Salzgitter Mannesmann  
International (USA), Inc.

By: \_\_\_\_\_

By: Peggy Hines

Print Name and Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Please Sign and Return Duplicate

# **EXHIBIT 3-A**

# **EXHIBIT 3-A**

**INVOICE**

Salzgitter Mannesmann  
International (USA), Inc.  
1770 St. James Place, Ste. 500  
Houston, TX 77056-3499  
Phone: (713) 386-7900  
Fax: (713) 965-9330

Invoice No.	24446
Date	12/15/06
Due Date	1/14/07
Order No.	SCH-07076

Page 1

BILL TO:	SHIP TO:
Southeastern Stud & Components 4542 Baldwin Ave. Montgomery, AL 36108	Southeastern Stud & Components CPU @ EMPIRE STEVEDORING NEW ORLEANS, LA

CUSTOMER P.O. NO.		ORDER NO.	TERMS			VESSEL	
012306-1		SCH-07076	30 days from date of invoice			VESSEL AFRICAN HAWK	
ITEM	DESCRIPTION	FEET	UNITS	MTS	LBS	USD/CWT	USD
OFC -loaded truck Empire Stevedoring, freight collect, according to UCC terms and conditions (uniform commercial code). Load out fee paid.							
Prime HDG. ASTM A 653, Grade 50, G-60 coating, zero spanangle, skin passed, chem treat dry, 20" ID, I.D., C/W 14-23000 LBS.							
01	.0540" min x 48.375"	0.00	14	114.960	253,443	31.90	80,848.35
DOCK RECEIPT NO.S 8-14							

<b>TOTAL</b>	0.00	14	114.960	253,443	580,848.35
--------------	------	----	---------	---------	------------

60,848.35

**PLEASE REMIT TO:****LOCKBOX REMITTANCE ADDRESS:**

SALZGITTER MANNESMANN  
INTERNATIONAL (USA) INC.  
P.O. Box 3107  
Carol Stream, IL 60132-3107

**WIRE TRANSFERS:**

BANK NAME: SOCIETE GENERALE  
ACCOUNT #: 189383  
ABA #: 026004226  
ACCOUNT NAME: SALZGITTER MANNESMANN INTERNATIONAL (USA), INC

S0013899

OUR ORDER NUMBER AND THE INVOICE NUMBER MUST BE INCLUDED ON ALL RELATED CORRESPONDENCE CONCERNING THE INVOICE, INCLUDING ALL REMITTANCES. MILL WEIGHTS ARE FINAL. ATMOSPHERIC RUST ON UNPACKED MATERIALS IS NOT CLAIMABLE. NO CLAIMS ACCEPTED AFTER 30 DAYS OF RECEIPT OF MATERIAL.

## TERMS AND CONDITIONS OF SALE

(These attached terms and conditions are an integral part of the contract and supersede any and all other terms and conditions that have been presented by Purchaser)

1. **TERMS PARAMOUNT:** The contract between Purchaser and Seller shall be solely as defined hereby, together with all of the documents or attachments referenced herein except as it may be modified by charges hereto. In the event of any conflict between the terms of the contract as defined hereby and the terms of the Purchaser's purchase order, letter of credit or other document incidental to this contract, the terms set forth herein shall prevail. Any conditions or exceptions which may be stated in any communication or document received by Seller from Purchaser shall be of no effect unless specifically agreed to in writing by Seller. This Sales Confirmation constitutes notice of objection to any conditions in Purchaser's inquiry or purchase order or any other documents which are contrary or in addition to the conditions set forth herein.
2. **WARRANTY: SELLER WARRANTS THAT ALL MATERIAL CONFORMS TO CONTRACT SPECIFICATIONS; THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS OR OTHERWISE, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THE CONTRACT.**
3. **QUANTITY:** Unless otherwise specified, Seller may deliver and Purchaser will accept up to ten (10%) percent more or less than the contract quantity. Where material is sold on an actual weight basis, mill weights shall be conclusive.
4. **PARTIAL SHIPMENTS:** Unless otherwise specified, Seller shall have the right to make partial shipments. Each partial shipment shall be deemed a separate sale and payment shall become due therefore in accordance with the terms of payment.
5. **RISK OF LOSS:** Purchaser shall bear all risk of loss or damage to or destruction of the material covered hereby from after delivery at the point of delivery stipulated in the contract, unless otherwise expressly provided.
6. **IMPORT DUTY AND TAXES:** If the contract calls for Seller to pay duty on imported material, and only in such case, Seller shall pay the amount of United States import duty at the rates stated in the Tariff Schedules of the United States in effect on the date of the contract. If duty is determined by value, it shall be based upon Seller's cost. If the total amount of duties (regular and special), at any time, required to be paid is for any reason whatsoever greater (or less) than this amount, the difference shall be charged (or credited) to Purchaser. In the event that any new or increased U.S. Federal, State or local taxes, however denominated are imposed upon the imported material after the date of the contract, such new or increased taxes shall be for the account of and charged to Purchaser.

**Cost of Insurance and Transportation:** If the contract provides that Seller shall pay insurance and transportation costs, they shall be at the applicable rates in effect at the date of the contract. If for any reason the cost of insurance or transportation increases prior to the shipment date, such increases shall be for the account of and charged to Purchaser.
8. **DELAY IN OR NON-SHIPMENT:** If for any reason beyond the control of Seller or of Seller's supplier shipment is not made within the time specified:
  - (a) Seller shall not be liable therefore and,
  - (b) Unless otherwise agreed, the time for shipment shall be extended for a period of ninety (90) days, and Purchaser, if payment is to be made by letter of credit, shall extend such letter of credit for ninety (90) days. If shipment is not made within such extended ninety (90) day period, the contract shall be deemed to be cancelled by mutual consent and without liability to either party. In no event shall Seller be liable for consequential or special damages for delay in or non-shipment of any material under this contract.
9. **DEVIATION:** If after the material has been shipped, its arrival at the destination port is delayed or prevented; or the vessel is deviated to a different port for reasons beyond Seller's control, the Seller shall advise the Purchaser of any such delay and or deviation within a reasonable time and shall cooperate with the Purchaser to get the material to the Purchaser's original destination stipulated by the accepted contract, without prejudice or liability to the Seller.
10. **CLAIMS:** (a) **Shortages:** All claims for shortages in deliveries must be made promptly after receipt of the material by Purchaser. All claims for shortages must be supported by documentary evidence in the form of exceptions taken on delivery receipt (however denominated) furnished by Purchaser to the delivering carrier. Failure to take such exceptions at time of delivery shall constitute an absolute bar to any claim.

(b) **Damaged or Defective Material:** All claims of damaged or defective material are barred unless reported in writing by Purchaser to Seller, with full particulars, promptly after the damage was or reasonably should have been discovered, and full facilities are offered Seller and its insurer for inspection and investigation.

All claims must be made by registered or certified mail, or courier, must state with particularity the defect or damage complained of and must be supported by documentary evidence. In no event may any claim be made more than thirty (30) days after material is received by Purchaser or thirty (30) days after the defect or damage reasonably should have been discovered.

In the event that a timely and bona fide claim is made with respect to damaged or defective material, Purchaser shall be entitled, at Seller's sole and exclusive option, to replacement of the material, refund of any purchase price paid therefore or an allowance. Seller shall not be otherwise liable for such damaged or defective material or its use or for consequential or special damages. Purchaser's obligation to accept and make payment on time for the balance of the material delivered or to be delivered under the contract shall not be affected thereby.

In case of a dispute as to whether material meets contract specifications, Seller or Purchaser may designate a mutually acceptable independent testing company and/or surveyor to make an examination and in such case said testing Company's and/or surveyor's findings shall be conclusive and binding on both parties (the expense of which examination shall be borne by Seller with respect to each item found not to conform to specifications and by Purchaser with respect to each item found to conform to specifications). Seller shall not be responsible for inherent vice, such as atmospheric rust if steel is ordered without wrapping, and for internal sweating on wrapped steel. Seller shall not be deemed to have knowledge of the intended ultimate purchase or use of any of the material.
11. **SELLER'S REMEDIES:** In the event that Purchaser fails to perform its obligations, Seller, at its option, may cancel the contract and recover from Purchaser its damages, including its expenses, mill cancellation fees and the difference between the contract price and the lesser of Seller's cost or the market price at point of delivery, or Seller may dispose of the material publicly or privately from Purchaser's account and apply the net proceeds, after deducting expenses of disposition, against the purchase price. In the case of any deficiency, Purchaser shall remain liable therefore. Seller's expenses in either case shall include reasonable attorney's fees and other costs of enforcing its rights.
12. **PURCHASER'S REMEDIES:** Except as otherwise provided herein, failure of Seller to entitle Purchaser, at Seller's sole and exclusive option, to replacement of material shipped, refund of any purchase price paid therefore or an allowance. Seller shall not be liable for any consequential or special damages.



13. **INTEREST DUE ON LATE PAYMENT:** If payment is not made on time, Seller, in addition to its other legal rights, shall be entitled to interest at the highest rate allowed by law, or at a minimum, which shall equal prime as published in the Wall Street Journal, plus two (2%) percent.
14. **SUSPENSION OF FUTURE SHIPMENTS – CHANGE OF CREDIT TERMS:** Purchaser hereby represents that it is solvent and Purchaser's signing of any delivery receipt (however denominated) furnished by Purchaser to the delivering carrier shall constitute a further representation of solvency at the time of signing such receipt. Seller shall have the right to withhold shipment of any portion of the material covered by this contract or any other existing contract between Seller and Purchaser, in the event Purchaser fails to make payment when due under any contract between Purchaser and Seller. Said action on the part of Seller shall not release Purchaser from its obligation to accept and pay for such remaining portion of material if and when shipped by Seller, such remaining portion of material if and when shipped by Seller.
- If at any time there is a change in the financial conditions or structure of Purchaser, arising from a change in business or market conditions or otherwise, or arising from a merger, reorganization or other change in business form, or if Purchaser becomes insolvent, makes an assignment for the benefit of creditors, or a petition in bankruptcy with respect to Purchaser is filed, or if any lien, arising from judicial process or otherwise, is placed upon any material asset of Purchaser, or if Purchaser breaches any provisions hereof, then Seller shall have the right to cancel the contract, including but not limited to requiring the payment of cash in advance of delivery.
15. **SECURITY INTEREST:** Purchaser grants Seller a security interest in all property of Purchaser now or hereafter in Seller's possession or control and Seller may hold such property as security for payment of all obligations due to Seller and may dispose of such property at private sale to satisfy amounts owed to Seller by Purchaser.
16. **MODIFICATIONS:** The contract constitutes the entire agreement between the parties and no modification shall be effective unless agreed to in writing.
17. **NON-WAIVER OF TERMS:** failure of Seller to insist upon strict performance of any terms and conditions hereof shall not be deemed a waiver of any rights Seller may have. The shipping or receiving of any material shall not be deemed a waiver of any rights concerning a failure by Purchaser to comply with any provision hereof. Waiver by Seller of any provision hereof shall not constitute a waiver as to any other provision, and shall not affect the right of Seller to exercise thereafter any right or remedy in the event of any other default whether similar or not.
18. **REPRESENTATIONS:** Purchaser and Seller agree that no representations have been made or relied upon, except as specifically stated herein.
19. **ASSIGNMENT:** This contract may not be assigned without the written agreement of the parties.
20. **SEVERABILITY:** Any legally invalid provision hereof shall be considered severable.
21. **FORCE MAJEURE:** Seller shall be relieved from performance of its obligations, promises, covenants or warranties hereunder due to inability to perform in whole or in part as a result of force majeure, which shall include without limitation compliance with any law, ordinance, regulation, ruling order or other governmental action, judicial decree or treaty (including embargo, wage or price control, or rationing or allocation of services or commodities), or due to acts of God, fire, flood, war, sabotage, accidents, labor disputes, shortage or failure of supply of transportation, supply of materials or equipment, interruption of or delay in communications or transportation, or any other circumstances of like nature beyond the reasonable control of Seller.
22. **GOVERNING LAW:** The contract between Purchaser and Seller as defined by this Sales confirmation shall be governed by the laws of the State of Texas, United States of America.
23. **ARBITRATION:** Any controversy or claims arising out of said contract, or the breach thereof, shall be determined by arbitration in Houston, Harris County, Texas in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof.



# **EXHIBIT 3-B**

# **EXHIBIT 3-B**

**INVOICE**

Salzgitter Mannesmann  
International (USA), Inc.  
1770 St. James Place, Ste. 500  
Houston, TX 77056-3499  
Phone: (713) 386-7900  
Fax: (713) 985-9330

Invoice No.	24605
Date	12/29/06
Due Date	1/28/07
Order No.	SCH-07122

Page 1

BILL TO:	SHIP TO:
Southeastern Stud & Components 4542 Baldwin Ave. Montgomery, AL 36108	Southeastern Stud & Components CPU @ EMPIRE STEVEDORING NEW ORLEANS, LA

CUSTOMER P.O. NO.		ORDER NO.	TERMS			VESSEL	
1414		SCH-07122	30 days from date of invoice			VESSEL MYRON N	
ITEM	DESCRIPTION	FEET	UNITS	MTS	LBS	USD/CWT	USD
OFC -loaded truck, Empire Stevedoring (LA) Inc. freight collect, according to UCC terms and conditions (Uniform Commercial Code). Load out fee paid.							
Prime HDG, ASTM A 853, Cs Type B G-40 coating, zero spangle, chem treat dry, 20" ID, I.D., C/W 14-23000 LBS. Seaworthy package.							
02	.0435" min x 48"	0.00	10	98.620	217,420	41.90	91,098.82
DOCK RECEIPTS: 1, 2, 3, 4, 5							

<b>TOTAL</b>	0.00	10	98.620	217,420	91,098.82
--------------	------	----	--------	---------	-----------

71,098.82

**PLEASE REMIT TO:****LOCKBOX REMITTANCE ADDRESS:**

SALZGITTER MANNESMANN  
INTERNATIONAL (USA), INC.  
P.O. Box 3107  
Carol Stream, IL 60132-3107

**WIRE TRANSFERS:**

BANK NAME: SOCIETE GENERALE  
ACCOUNT #: 189383  
ABA #: 026004226  
ACCOUNT NAME: SALZGITTER MANNESMANN INTERNATIONAL (USA), INC.

50014010

OUR ORDER NUMBER AND THE INVOICE NUMBER MUST BE INCLUDED ON ALL RELATED CORRESPONDENCE CONCERNING THE INVOICE, INCLUDING ALL REMITTANCES. MILL WEIGHTS ARE FINAL. ATMOSPHERIC RUST ON UNPACKED MATERIALS IS NOT CLAIMABLE. NO CLAIMS ACCEPTED AFTER 30 DAYS OF RECEIPT OF MATERIAL.

## TERMS AND CONDITIONS OF SALE

(These attached terms and conditions are an integral part of the contract and supersede any and all other terms and conditions that have been presented by Purchaser)

1. **TERMS PARAMOUNT:** The contract between Purchaser and Seller shall be solely as defined hereby (together with all of the documents or attachments referenced herein except as it may be modified by changes hereto). In the event of any conflict between the terms of the contract as defined hereby and the terms of the Purchaser's purchase order, letter of credit or other document incidental to this contract, the terms set forth herein shall prevail. Any conditions or exceptions which may be stated in any communication or document received by Seller from Purchaser shall be of no effect unless specifically agreed to in writing by Seller. This Sales Confirmation constitutes notice of objection to any conditions in Purchaser's inquiry or purchase order or any other documents which are contrary or in addition to the conditions set forth herein.
2. **WARRANTY: SELLER WARRANTS THAT ALL MATERIAL CONFORMS TO CONTRACT SPECIFICATIONS; THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS OR OTHERWISE, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THE CONTRACT.**
3. **QUANTITY:** Unless otherwise specified, Seller may deliver and Purchaser will accept up to ten (10%) percent more or less than the contract quantity. Where material is sold on an actual weight basis, mill weights shall be conclusive.
4. **PARTIAL SHIPMENTS:** Unless otherwise specified, Seller shall have the right to make partial shipments. Each partial shipment shall be deemed a separate sale and payment shall become due therefor in accordance with the terms of payment.
5. **RISK OF LOSS:** Purchaser shall bear all risk of loss or damage to or destruction of the material covered hereby from after delivery at the point of delivery stipulated in the contract, unless otherwise expressly provided.
6. **IMPORT DUTY AND TAXES:** If the contract calls for Seller to pay duty on imported material, and only in such case, Seller shall pay the amount of United States import duty at the rates stated in the Tariff Schedules of the United States in effect on the date of the contract. If duty is determined by value, it shall be based upon Seller's cost. If the total amount of duties (regular and special), at any time, required to be paid is for any reason whatsoever greater (or less) than this amount, the difference shall be charged (or credited) to Purchaser. In the event that any new or increased U.S. Federal, State or local taxes, however denominated are imposed upon the imported material after the date of the contract, such new or increased taxes shall be for the account of and charged to Purchaser.
7. **Cost of Insurance and Transportation:** If the contract provides that Seller shall pay insurance and transportation costs, they shall be at the applicable rates in effect at the date of the contract. If for any reason the cost of insurance or transportation increases prior to the shipment date, such increases shall be for the account of and charged to Purchaser.
8. **DELAY IN OR NON-SHIPMENT:** If for any reason beyond the control of Seller or of Seller's supplier shipment is not made within the time specified:
  - (a) Seller shall not be liable therefore and,
  - (b) Unless otherwise agreed, the time for shipment shall be extended for a period of ninety (90) days, and Purchaser, if payment is to be made by letter of credit, shall extend such letter of credit for ninety (90) days. If shipment is not made within such extended ninety (90) day period, the contract shall be deemed to be cancelled by mutual consent and without liability to either party. In no event shall Seller be liable for consequential or special damages for delay in or non-shipment of any material under this contract.
9. **DEVIATION:** If after the material has been shipped, its arrival at the destination port is delayed or prevented; or the vessel is deviated to a different port for reasons beyond Seller's control, the Seller shall advise the Purchaser of any such delay and of deviation within a reasonable time and shall cooperate with the Purchaser to get the material to the Purchaser's original destination stipulated by the accepted contract, without prejudice or liability to the Seller.
10. **CLAIMS:** (a) **Shortages:** All claims for shortages in deliveries must be made promptly after receipt of the material by Purchaser. All claims for shortages must be supported by documentary evidence in the form of exceptions taken on delivery receipt (however denominated) furnished by Purchaser to the delivering carrier. Failure to take such exceptions at time of delivery shall constitute an absolute bar to any claim.
 

(b) **Damaged or Defective Material:** All claims of damaged or defective material are barred unless reported in writing by Purchaser to Seller, with full particulars, promptly after the damage was or reasonably should have been discovered, and full facilities are offered Seller and its insurer for inspection and investigation.

All claims must be made by registered or certified mail, or courier, must state with particularity the defect or damage complained of and must be supported by documentary evidence. In no event may any claim be made more than thirty (30) days after material is received by Purchaser or thirty (30) days after the defect or damage reasonably should have been discovered.

In the event that a timely and bona fide claim is made with respect to damaged or defective material, Purchaser shall be entitled, at Seller's sole and exclusive option, to replacement of the material, refund of any purchase price paid therefore or an allowance. Seller shall not be otherwise liable for such damaged or defective material or its use or for consequential or special damages. Purchaser's obligation to accept and make payment on time for the balance of the material delivered or to be delivered under the contract shall not be affected thereby.

In case of a dispute as to whether material meets contract specifications, Seller or Purchaser may designate a mutually acceptable independent testing company and/or surveyor to make an examination and in such case said testing Company's and/or surveyor's findings shall be conclusive and binding on both parties (the expense of which examination shall be borne by Seller with respect to each item found not to conform to specifications and by Purchaser with respect to each item found to conform to specifications). Seller shall not be responsible for inherent vice, such as atmospheric rust if steel is ordered without wrapping, and for internal sweating on wrapped steel. Seller shall not be deemed to have knowledge of the intended ultimate purchase or use of any of the material.
11. **SELLER'S REMEDIES:** In the event that Purchaser fails to perform its obligations, Seller, at its option, may cancel the contract and recover from Purchaser its damages, including its expenses, mill cancellation fees and the difference between the contract price and the lesser of Seller's cost or the market price at point of delivery, or Seller may dispose of the material publicly or privately from Purchaser's account and apply the net proceeds, after deducting expenses of disposition, against the purchase price. In the case of any deficiency, Purchaser shall remain liable therefore. Seller's expenses in either case shall include reasonable attorney's fees and other costs of enforcing its rights.
12. **PURCHASER'S REMEDIES:** Except as otherwise provided herein, failure of Seller to entitle Purchaser, at Seller's sole and exclusive option, to replacement of material shipped, refund of any purchase price paid therefore or an allowance. Seller shall not be liable for any consequential or special damages.

13. **INTEREST DUE ON LATE PAYMENT:** If payment is not made on time, Seller, in addition to its other legal rights, shall be entitled to interest at the highest rate allowed by law, or at a minimum, which shall equal prime as published in the Wall Street Journal, plus two (2%) percent.
14. **SUSPENSION OF FUTURE SHIPMENTS – CHANGE OF CREDIT TERMS:** Purchaser hereby represents that it is solvent and Purchaser's signing of any delivery receipt (however denominated) furnished by Purchaser to the delivering carrier shall constitute a further representation of solvency at the time of signing such receipt. Seller shall have the right to withhold shipment of any portion of the material covered by this contract or any other existing contract between Seller and Purchaser, in the event Purchaser fails to make payment when due under any contract between Purchaser and Seller. Said action on the part of Seller shall not release Purchaser from its obligation to accept and pay for such remaining portion of material if and when shipped by Seller, such remaining portion of material if and when shipped by Seller.

If at any time there is a change in the financial conditions or structure of Purchaser, arising from a change in business or market conditions or otherwise, or arising from a merger, reorganization or other change in business form, or if Purchaser becomes insolvent, makes an assignment for the benefit of creditors, or a petition in bankruptcy with respect to Purchaser is filed, or if any lien, arising from judicial process or otherwise, is placed upon any material asset of Purchaser, or if Purchaser breaches any provisions hereof, then Seller shall have the right to cancel the contract, including but not limited to requiring the payment of cash in advance of delivery.

15. **SECURITY INTEREST:** Purchaser grants Seller a security interest in all property of Purchaser now or hereafter in Seller's possession or control and Seller may hold such property as security for payment of all obligations due to Seller and may dispose of such property at private sale to satisfy amounts owed to Seller by Purchaser.
16. **MODIFICATIONS:** The contract constitutes the entire agreement between the parties and no modification shall be effective unless agreed to in writing.
17. **NON-WAIVER OF TERMS:** failure of Seller to insist upon strict performance of any terms and conditions hereof shall not be deemed a waiver of any rights Seller may have. The shipping or receiving of any material shall not be deemed a waiver of any rights concerning a failure by Purchaser to comply with any provision hereof. Waiver by Seller of any provision hereof shall not constitute a waiver as to any other provision, and shall not affect the right of Seller to exercise thereafter any right or remedy in the event of any other default whether similar or not.
18. **REPRESENTATIONS:** Purchaser and Seller agree that no representations have been made or relied upon, except as specifically stated herein.
19. **ASSIGNMENT:** This contract may not be assigned without the written agreement of the parties.
20. **SEVERABILITY:** Any legally invalid provision hereof shall be considered severable.
21. **FORCE MAJEURE:** Seller shall be relieved from performance of its obligations, promises, covenants or warranties hereunder due to inability to perform in whole or in part as a result of force majeure, which shall include without limitation compliance with any law, ordinance, regulation, ruling order or other governmental action, judicial decree or treaty (including embargo, wage or price control, or rationing or allocation of services or commodities), or due to acts of God, fire, flood, war, sabotage, accidents, labor disputes, shortage or failure of supply of transportation, supply of materials or equipment, interruption of or delay in communications or transportation, or any other circumstances of like nature beyond the reasonable control of Seller.
22. **GOVERNING LAW:** The contract between Purchaser and Seller as defined by this Sales confirmation shall be governed by the laws of the State of Texas, United States of America.
23. **ARBITRATION:** Any controversy or claims arising out of said contract, or the breach thereof, shall be determined by arbitration in Houston, Harris County, Texas in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof.

**EXHIBIT 3-C**

**EXHIBIT 3-C**

**INVOICE**

Salzgitter Mannesmann  
International (USA), Inc.  
1770 St. James Place, Ste. 500  
Houston, TX 77058-3499  
Phone: (713) 388-7900  
Fax: (713) 965-9330

Invoice No.	24648
Date	1/5/07
Due Date	2/4/07
Order No	SCH-07122

Page 1

BILL TO:	SHIP TO:
Southeastern Stud & Components 4542 Baldwin Ave. Montgomery, AL 36108	Southeastern Stud & Components CPU @ EMPIRE STEVEDORING NEW ORLEANS, LA

CUSTOMER P.O. NO.		ORDER NO.	TERMS		VESSEL		
1414		SCH-07122	30 days from date of invoice		VESSEL MYRON N		
ITEM	DESCRIPTION	FEET	UNITS	MTS	LBS	USD/CWT	USD
OFC -loaded truck, Empire Stevedoring (LA) Inc. freight collect, according to UCC terms and conditions (Uniform Commercial Code). Load out fee paid.							
Prime HDG, ASTM A 653, Cs Type B G-40 coating, zero spangle, chem treat dry, 20" ID, I.D., C/W 14-23000 LBS. Seaworthy package.							
01	.0270" min x 48"	0.00	26	254.205	560,425	42.55	238,481.02
02	.0435" min x 48"	0.00	10	97.225	214,344	41.90	89,810.21
DOCK RECEIPTS: 11, 12, 13, 14, 15, 16, 17, 17, 18, 20, 21, 22, 23, 6, 7, 8, 9, 10							

<b>TOTAL</b>	0.00	36	351.430	774,770	\$328,271.23
--------------	------	----	---------	---------	--------------

**PLEASE REMIT TO:****LOCKBOX REMITTANCE ADDRESS**

SALZGITTER MANNESMANN  
INTERNATIONAL (USA), INC.  
P.O. Box 3107  
Carol Stream, IL 60132-3107

**WIRE TRANSFERS:**

BANK NAME: SOCIETE GENERALE  
ACCOUNT #: 189383  
ABA #: 026004226  
ACCOUNT NAME: SALZGITTER MANNESMANN INTERNATIONAL (USA), INC.

S0014011

OUR ORDER NUMBER AND THE INVOICE NUMBER MUST BE INCLUDED ON ALL RELATED CORRESPONDENCE CONCERNING THE INVOICE. INCLUDING ALL REMITTANCES. MILL WEIGHTS ARE FINAL. ATMOSPHERIC RUST ON UNPACKED MATERIALS IS NOT CLAIMABLE. NO CLAIMS ACCEPTED AFTER 30 DAYS OF RECEIPT OF MATERIAL.



**TERMS AND CONDITIONS OF SALE**

(These attached terms and conditions are an integral part of the contract and supersede any and all other terms and conditions that have been presented by Purchaser)

1. **TERMS PARAMOUNT:** The contract between Purchaser and Seller shall be solely as defined hereby together with all of the documents or attachments referenced herein except as it may be modified by changes hereto. In the event of any conflict between the terms of the contract as defined hereby and the terms of the Purchaser's purchase order, letter of credit or other document incidental to this contract, the terms set forth herein shall prevail. Any conditions or exceptions which may be stated in any communication or document received by Seller from Purchaser shall be of no effect unless specifically agreed to in writing by Seller. This Sales Confirmation constitutes notice of objection to any conditions in Purchaser's inquiry or purchase order or any other documents which are contrary or in addition to the conditions set forth herein.
2. **WARRANTY: SELLER WARRANTS THAT ALL MATERIAL CONFORMS TO CONTRACT SPECIFICATIONS: THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS OR OTHERWISE, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THE CONTRACT.**
3. **QUANTITY:** Unless otherwise specified, Seller may deliver and Purchaser will accept up to ten (10%) percent more or less than the contract quantity. Where material is sold on an actual weight basis, mill weights shall be conclusive.
4. **PARTIAL SHIPMENTS:** Unless otherwise specified, Seller shall have the right to make partial shipments. Each partial shipment shall be deemed a separate sale and payment shall become due therefore in accordance with the terms of payment.
5. **RISK OF LOSS:** Purchaser shall bear all risk of loss or damage to or destruction of the material covered hereby from after delivery at the point of delivery stipulated in the contract, unless otherwise expressly provided.
6. **IMPORT DUTY AND TAXES:** If the contract calls for Seller to pay duty on imported material, and only in such case, Seller shall pay the amount of United States import duty at the rates stated in the Tariff Schedules of the United States in effect on the date of the contract. If duty is determined by value, it shall be based upon Seller's cost. If the total amount of duties (regular and special), at any time, required to be paid is for any reason whatsoever greater (or less) than this amount, the difference shall be charged (or credited) to Purchaser. In the event that any new or increased U.S. Federal, State or local taxes, however denominated are imposed upon the imported material after the date of the contract, such new or increased taxes shall be for the account of and charged to Purchaser.
7. **Cost of Insurance and Transportation:** If the contract provides that Seller shall pay insurance and transportation costs, they shall be at the applicable rates in effect at the date of the contract. If for any reason the cost of insurance or transportation increases prior to the shipment date, such increases shall be for the account of and charged to Purchaser.
8. **DELAY IN OR NON-SHIPMENT:** If for any reason beyond the control of Seller or of Seller's supplier shipment is not made within the time specified:
  - (a) Seller shall not be liable therefore and,
  - (b) Unless otherwise agreed, the time for shipment shall be extended for a period of ninety (90) days, and Purchaser, if payment is to be made by letter of credit, shall extend such letter of credit for ninety (90) days. If shipment is not made within such extended ninety (90) day period, the contract shall be deemed to be cancelled by mutual consent and without liability to either party. In no event shall Seller be liable for consequential or special damages for delay in or non-shipment of any material under this contract.
9. **DEVIATION:** If after the material has been shipped, its arrival at the destination port is delayed or prevented; or the vessel is deviated to a different port for reasons beyond Seller's control, the Seller shall advise the Purchaser of any such delay and or deviation within a reasonable time and shall cooperate with the Purchaser to get the material to the Purchaser's original destination stipulated by the accepted contract, without prejudice or liability to the Seller.
10. **CLAIMS: (a) Shortages -** All claims for shortages in deliveries must be made promptly after receipt of the material by Purchaser. All claims for shortages must be supported by documentary evidence in the form of exceptions taken on delivery receipt (however denominated) furnished by Purchaser to the delivering carrier. Failure to take such exceptions at time of delivery shall constitute an absolute bar to any claim.

(b) Damaged or Defective Material-All claims of damaged or defective material are barred unless reported in writing by Purchaser to Seller, with full particulars, promptly after the damage was or reasonably should have been discovered, and full facilities are offered Seller and its insurer for inspection and investigation.

All claims must be made by registered or certified mail, or courier, must state with particularity the defect or damage complained of and must be supported by documentary evidence. In no event may any claim be made more than thirty (30) days after material is received by Purchaser or thirty (30) days after the defect or damage reasonably should have been discovered.

In the event that a timely and bona fide claim is made with respect to damaged or defective material, Purchaser shall be entitled, at Seller's sole and exclusive option, to replacement of the material, refund of any purchase price paid therefore or an allowance. Seller shall not be otherwise liable for such damaged or defective material or its use or for consequential or special damages. Purchaser's obligation to accept and make payment on time for the balance of the material delivered or to be delivered under the contract shall not be affected thereby.

In case of a dispute as to whether material meets contract specifications, Seller or Purchaser may designate a mutually acceptable independent testing company and/or surveyor to make an examination and in such case said testing Company's and/or surveyor's findings shall be conclusive and binding on both parties (the expense of which examination shall be borne by Seller with respect to each item found not to conform to specifications and by Purchaser with respect to each item found to conform to specifications). Seller shall not be responsible for inherent vice, such as atmospheric rust if steel is ordered without wrapping, and for internal sweating on wrapped steel. Seller shall not be deemed to have knowledge of the intended ultimate purchase or use of any of the material.
11. **SELLER'S REMEDIES:** In the event that Purchaser fails to perform its obligations, Seller, at its option, may cancel the contract and recover from Purchaser its damages, including its expenses, mill cancellation fees and the difference between the contract price and the lesser of Seller's cost or the market price at point of delivery, or Seller may dispose of the material publicly or privately from Purchaser's account and apply the net proceeds, after deducting expenses of disposition, against the purchase price. In the case of any deficiency, Purchaser shall remain liable therefore. Seller's expenses in either case shall include reasonable attorney's fees and other costs of enforcing its rights.
12. **PURCHASER'S REMEDIES:** Except as otherwise provided herein, failure of Seller to entitle Purchaser, at Seller's sole and exclusive option, to replacement of material shipped, refund of any purchase price paid therefore or an allowance. Seller shall not be liable for any consequential or special damages.

13. **INTEREST DUE ON LATE PAYMENT:** If payment is not made on time, Seller, in addition to its other legal rights, shall be entitled to interest at the highest rate allowed by law, or at a minimum, which shall equal prime as published in the Wall Street Journal, plus two (2%) percent.

14. **SUSPENSION OF FUTURE SHIPMENTS - CHANGE OF CREDIT TERMS:** Purchaser hereby represents that it is solvent and Purchaser's signing of any delivery receipt (however denominated) furnished by Purchaser to the delivering carrier shall constitute a further representation of solvency at the time of signing such receipt. Seller shall have the right to withhold shipment of any portion of the material covered by this contract or any other existing contract between Seller and Purchaser, in the event Purchaser fails to make payment when due under any contract between Purchaser and Seller. Said action on the part of Seller shall not release Purchaser from its obligation to accept and pay for such remaining portion of material if and when shipped by Seller, such remaining portion of material if and when shipped by Seller.

If at any time there is a change in the financial conditions or structure of Purchaser, arising from a change in business or market conditions or otherwise, or arising from a merger, reorganization or other change in business form, or if Purchaser becomes insolvent, makes an assignment for the benefit of creditors, or a petition in bankruptcy with respect to Purchaser is filed, or if any lien, arising from judicial process or otherwise, is placed upon any material asset of Purchaser, or if Purchaser breaches any provisions hereof, then Seller shall have the right to cancel the contract, including but not limited to requiring the payment of cash in advance of delivery.

15. **SECURITY INTEREST:** Purchaser grants Seller a security interest in all property of Purchaser now or hereafter in Seller's possession or control and Seller may hold such property as security for payment of all obligations due to Seller and may dispose of such property at private sale to satisfy amounts owed to Seller by Purchaser.

16. **MODIFICATIONS:** The contract constitutes the entire agreement between the parties and no modification shall be effective unless agreed to in writing.

17. **NON-WAIVER OF TERMS:** Failure of Seller to insist upon strict performance of any terms and conditions hereof shall not be deemed a waiver of any rights Seller may have. The shipping or receiving of any material shall not be deemed a waiver of any rights concerning a failure by Purchaser to comply with any provision hereof. Waiver by Seller of any provision hereof shall not constitute a waiver as to any other provision, and shall not affect the right of Seller to exercise thereafter any right or remedy in the event of any other default whether similar or not.

18. **REPRESENTATIONS:** Purchaser and Seller agree that no representations have been made or relied upon, except as specifically stated herein.

19. **ASSIGNMENT:** This contract may not be assigned without the written agreement of the parties.

20. **SEVERABILITY:** Any legally invalid provision hereof shall be considered severable.

21. **FORCE MAJEURE:** Seller shall be relieved from performance of its obligations, promises, covenants or warranties hereunder due to inability to perform in whole or in part as a result of force majeure, which shall include without limitation compliance with any law, ordinance, regulation, ruling order or other governmental action, judicial decree or treaty (including embargo, wage or price control, or rationing or allocation of services or commodities), or due to acts of God, fire, flood, war, sabotage, accidents, labor disputes, shortage or failure of supply of transportation, supply of materials or equipment, interruption of or delay in communications or transportation, or any other circumstances of like nature beyond the reasonable control of Seller.

22. **GOVERNING LAW:** The contract between Purchaser and Seller as defined by this Sales confirmation shall be governed by the laws of the State of Texas, United States of America.

23. **ARBITRATION:** Any controversy or claims arising out of said contract, or the breach thereof, shall be determined by arbitration in Houston, Harris County, Texas in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof.



**EXHIBIT 3-D**

**EXHIBIT 3-D**



**INVOICE**  
 Salzgitter Mannesmann  
 International (USA), Inc.  
 1770 St. James Place, Ste. 500  
 Houston, TX 77056-3499  
 Phone: (713) 386-7900  
 Fax: (713) 965-9330

Invoice No	24648
Date	1/5/07
Due Date	2/4/07
Order No	SCH-07151

Page 1

BILL TO:	SHIP TO:
Southeastern Stud & Components 4542 Baldwin Ave. Montgomery, AL 36108	Southeastern Stud & Components CPU @ PACORINI USA NEW ORLEANS, LA

CUSTOMER P.O. NO.	ORDER NO.	TERMS	VESSEL
1496	SCH-07151	30 days from date of invoice	VESSEL TOP RICH

ITEM	DESCRIPTION	FEET	UNITS	MTS	LBS	USD/CWT	USD
OFC -loaded truck, Pacorini USA Inc. freight collect, according to UCC terms and conditions (Uniform Commercial Code). Load out fee paid.							
Prime HDG, ASTM A 653, Cs Type B, Item 1 G-30, item 2 G-40 coating, min spangle, chem treat dry, 20" ID, I.D., C/W 14-23000 LBS. Seaworthy package							
01	.0270" min x 48"	0.00	6	59.990	132,255	40.80	53,960.10
02	.0435" min x 48"	0.00	12	106.220	234,175	40.10	93,904.07

DOCK RECEIPTS: 88293, 88284, 88285, 88283, 88278, 88250, 88251, 88260, 88261

<b>TOTAL</b>	0.00	18	166,210	366,430	\$147,864.17
--------------	------	----	---------	---------	--------------

**PLEASE REMIT TO:**

**LOCKBOX REMITTANCE ADDRESS:**

SALZGITTER MANNESMANN  
 INTERNATIONAL (USA), INC.  
 P.O. Box 3107  
 Carol Stream, IL 60132-3107

**WIRE TRANSFERS:**

BANK NAME: SOCIETE GENERALE  
 ACCOUNT #: 189383  
 ABA #: 028004226  
 ACCOUNT NAME: SALZGITTER MANNESMANN INTERNATIONAL (USA), INC.

S0014050

OUR ORDER NUMBER AND THE INVOICE NUMBER MUST BE INCLUDED ON ALL RELATED CORRESPONDENCE CONCERNING THE INVOICE INCLUDING ALL REMITTANCES. MILL WEIGHTS ARE FINAL. ATMOSPHERIC RUST ON UNPACKED MATERIALS IS NOT CLAIMABLE. NO CLAIMS ACCEPTED AFTER 30 DAYS OF RECEIPT OF MATERIAL.

## TERMS AND CONDITIONS OF SALE

(These attached terms and conditions are an integral part of the contract and supersede any and all other terms and conditions that have been presented by Purchaser)

1. **TERMS PARAMOUNT:** The contract between Purchaser and Seller shall be solely as defined hereby together with all of the documents or attachments referenced herein except as it may be modified by changes hereto. In the event of any conflict between the terms of the contract as defined hereby and the terms of the Purchaser's purchase order, letter of credit or other document incidental to this contract, the terms set forth herein shall prevail. Any conditions or exceptions which may be stated in any communication or document received by Seller from Purchaser shall be of no effect unless specifically agreed to in writing by Seller. This Sales Confirmation constitutes notice of objection to any conditions in Purchaser's inquiry or purchase order or any other documents which are contrary or in addition to the conditions set forth herein.
2. **WARRANTY: SELLER WARRANTS THAT ALL MATERIAL CONFORMS TO CONTRACT SPECIFICATIONS; THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS OR OTHERWISE, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THE CONTRACT.**
3. **QUANTITY:** Unless otherwise specified, Seller may deliver and Purchaser will accept up to ten (10%) percent more or less than the contract quantity. Where material is sold on an actual weight basis, mill weights shall be conclusive.
4. **PARTIAL SHIPMENTS:** Unless otherwise specified, Seller shall have the right to make partial shipments. Each partial shipment shall be deemed a separate sale and payment shall become due therefor in accordance with the terms of payment.
5. **RISK OF LOSS:** Purchaser shall bear all risk of loss or damage to or destruction of the material covered hereby from after delivery at the point of delivery stipulated in the contract, unless otherwise expressly provided.
6. **IMPORT DUTY AND TAXES:** If the contract calls for Seller to pay duty on imported material, and only in such case, Seller shall pay the amount of United States import duty at the rates stated in the Tariff Schedules of the United States in effect on the date of the contract. If duty is determined by value, it shall be based upon Seller's cost. If the total amount of duties (regular and special), at any time, required to be paid is for any reason whatsoever greater (or less) than this amount, the difference shall be charged (or credited) to Purchaser. In the event that any new or increased U.S. Federal, State or local taxes, however denominated are imposed upon the imported material after the date of the contract, such new or increased taxes shall be for the account of and charged to Purchaser.
7. **Cost of Insurance and Transportation:** If the contract provides that Seller shall pay insurance and transportation costs, they shall be at the applicable rates in effect at the date of the contract. If for any reason the cost of insurance or transportation increases prior to the shipment date, such increases shall be for the account of and charged to Purchaser.
8. **DELAY IN OR NON-SHIPMENT:** If for any reason beyond the control of Seller or of Seller's supplier shipment is not made within the time specified:
  - (a) Seller shall not be liable therefore and,
  - (b) Unless otherwise agreed, the time for shipment shall be extended for a period of ninety (90) days, and Purchaser, if payment is to be made by letter of credit, shall extend such letter of credit for ninety (90) days. If shipment is not made within such extended ninety (90) day period, the contract shall be deemed to be cancelled by mutual consent and without liability to either party. In no event shall Seller be liable for consequential or special damages for delay in or non-shipment of any material under this contract.
9. **DEVIATION:** If after the material has been shipped, its arrival at the destination port is delayed or prevented, or the vessel is deviated to a different port for reasons beyond Seller's control, the Seller shall advise the Purchaser of any such delay and or deviation within a reasonable time and shall cooperate with the Purchaser to get the material to the Purchaser's original destination stipulated by the accepted contract, without prejudice or liability to the Seller.
10. **CLAIMS:** (a) Shortages - All claims for shortages in deliveries must be made promptly after receipt of the material by Purchaser. All claims for shortages must be supported by documentary evidence in the form of exceptions taken on delivery receipt (however denominated) furnished by Purchaser to the delivering carrier. Failure to take such exceptions at time of delivery shall constitute an absolute bar to any claim.
 

(b) Damaged or Defective Material - All claims of damaged or defective material are barred unless reported in writing by Purchaser to Seller, with full particulars, promptly after the damage was or reasonably should have been discovered, and full facilities are offered Seller and its insurer for inspection and investigation.

All claims must be made by registered or certified mail, or courier, must state with particularity the defect or damage complained of and must be supported by documentary evidence. In no event may any claim be made more than thirty (30) days after material is received by Purchaser or thirty (30) days after the defect or damage reasonably should have been discovered.

In the event that a timely and bona fide claim is made with respect to damaged or defective material, Purchaser shall be entitled, at Seller's sole and exclusive option, to replacement of the material, refund of any purchase price paid therefore or an allowance. Seller shall not be otherwise liable for such damaged or defective material or its use or for consequential or special damages. Purchaser's obligation to accept and make payment on time for the balance of the material delivered or to be delivered under the contract shall not be affected thereby.

In case of a dispute as to whether material meets contract specifications, Seller or Purchaser may designate a mutually acceptable independent testing company and/or surveyor to make an examination and in such case said testing Company's and/or surveyor's findings shall be conclusive and binding on both parties (the expense of which examination shall be borne by Seller with respect to each item found not to conform to specifications and by Purchaser with respect to each item found to conform to specifications). Seller shall not be responsible for inherent vice, such as atmospheric rust if steel is ordered without wrapping, and for internal sweating on wrapped steel. Seller shall not be deemed to have knowledge of the intended ultimate purchase or use of any of the material.
11. **SELLER'S REMEDIES:** In the event that Purchaser fails to perform its obligations, Seller, at its option, may cancel the contract and recover from Purchaser its damages, including its expenses, mill cancellation fees and the difference between the contract price and the lesser of Seller's cost or the market price at point of delivery, or Seller may dispose of the material publicly or privately from Purchaser's account and apply the net proceeds, after deducting expenses of disposition, against the purchase price. In the case of any deficiency, Purchaser shall remain liable therefore. Seller's expenses in either case shall include reasonable attorney's fees and other costs of enforcing its rights.
12. **PURCHASER'S REMEDIES:** Except as otherwise provided herein, failure of Seller to entitle Purchaser, at Seller's sole and exclusive option, to replacement of material shipped, refund of any purchase price paid therefore or an allowance. Seller shall not be liable for any consequential or special damages.

13. **INTEREST DUE ON LATE PAYMENT:** If payment is not made on time, Seller, in addition to its other legal rights, shall be entitled to interest at the highest rate allowed by law, or at a minimum, which shall equal prime as published in the Wall Street Journal, plus two (2%) percent.

14. **SUSPENSION OF FUTURE SHIPMENTS – CHANGE OF CREDIT TERMS:** Purchaser hereby represents that it is solvent and Purchaser's signing of any delivery receipt (however denominated) furnished by Purchaser to the delivering carrier shall constitute a further representation of solvency at the time of signing such receipt. Seller shall have the right to withhold shipment of any portion of the material covered by this contract or any other existing contract between Seller and Purchaser, in the event Purchaser fails to make payment when due under any contract between Purchaser and Seller. Said action on the part of Seller shall not release Purchaser from its obligation to accept and pay for such remaining portion of material if and when shipped by Seller, such remaining portion of material if and when shipped by Seller.

If at any time there is a change in the financial conditions or structure of Purchaser, arising from a change in business or market conditions or otherwise, or arising from a merger, reorganization or other change in business form, or if Purchaser becomes insolvent, makes an assignment for the benefit of creditors, or a petition in bankruptcy with respect to Purchaser is filed, or if any lien, arising from judicial process or otherwise, is placed upon any material asset of Purchaser, or if Purchaser breaches any provisions hereof, then Seller shall have the right to cancel the contract, including but not limited to requiring the payment of cash in advance of delivery.

15. **SECURITY INTEREST:** Purchaser grants Seller a security interest in all property of Purchaser now or hereafter in Seller's possession or control and Seller may hold such property as security for payment of all obligations due to Seller and may dispose of such property at private sale to satisfy amounts owed to Seller by Purchaser.

16. **MODIFICATIONS:** The contract constitutes the entire agreement between the parties and no modification shall be effective unless agreed to in writing.

17. **NON-WAIVER OF TERMS:** Failure of Seller to insist upon strict performance of any terms and conditions hereof shall not be deemed a waiver of any rights Seller may have. The shipping or receiving of any material shall not be deemed a waiver of any rights concerning a failure by Purchaser to comply with any provision hereof. Waiver by Seller of any provision hereof shall not constitute a waiver as to any other provision, and shall not affect the right of Seller to exercise thereafter any right or remedy in the event of any other default whether similar or not.

18. **REPRESENTATIONS:** Purchaser and Seller agree that no representations have been made or relied upon, except as specifically stated herein.

19. **ASSIGNMENT:** This contract may not be assigned without the written agreement of the parties.

20. **SEVERABILITY:** Any legally invalid provision hereof shall be considered severable.

21. **FORCE MAJEURE:** Seller shall be relieved from performance of its obligations, promises, covenants or warranties hereunder due to inability to perform in whole or in part as a result of force majeure, which shall include without limitation compliance with any law, ordinance, regulation, ruling order or other governmental action, judicial decree or treaty (including embargo, wage or price control, or rationing or allocation of services or commodities), or due to acts of God, fire, flood, war, sabotage, accidents, labor disputes, shortage or failure of supply of transportation, supply of materials or equipment, interruption of or delay in communications or transportation, or any other circumstances of like nature beyond the reasonable control of Seller.

22. **GOVERNING LAW:** The contract between Purchaser and Seller as defined by this Sales confirmation shall be governed by the laws of the State of Texas, United States of America.

23. **ARBITRATION:** Any controversy or claims arising out of said contract, or the breach thereof, shall be determined by arbitration in Houston, Harris County, Texas in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof.

**EXHIBIT 3-E**

**EXHIBIT 3-E**

**INVOICE**

Salzgitter Mannesmann  
International (USA), Inc.  
1770 St. James Place, Ste. 500  
Houston, TX 77058-3499  
Phone: (713) 386-7800  
Fax: (713) 985-9330

Invoice No.	24677
Date	1/12/07
Due Date	2/11/07
Order No	SCH-07151

Page 1

BILL TO:	SHIP TO:
Southeastern Stud & Components 4542 Baldwin Ave. Montgomery, AL 36108	Southeastern Stud & Components CPU @ PACORINI USA NEW ORLEANS, LA

CUSTOMER P.O. NO.		ORDER NO.	TERMS			VESSEL	
1496		SCH-07151	30 days from date of invoice			VESSEL TOP RICH	
ITEM	DESCRIPTION	FEET	UNITS	MTS	LBS	USD/CWT	USD
OFC -loaded truck, Pacorini USA Inc. freight collect, according to UCC terms and conditions (Uniform Commercial Code). Load out fee paid.							
Prime HDG, ASTM A 653, Cs Type B, item 1 G-30, item 2 G-40 coating, min spangle, chem treat dry, 20" ID, I.D., C/W 14-23000 LBS. Seaworthy package							
01	.0270" min x 48"	0.00	7	81.480	135,540	40.80	55,300.34
02	.0435" min x 48"	0.00	3	25.240	55,645	40.10	22,313.49
DOCK RECEIPTS: 88371, 88369, 88333, 88427, 88448							

<b>TOTAL</b>	0.00	10	86.720	191,185	<b>\$77,613.83</b>
--------------	------	----	--------	---------	--------------------

**PLEASE REMIT TO:****LOCKBOX REMITTANCE ADDRESS:**

SALZGITTER MANNESMANN  
INTERNATIONAL (USA), INC.  
P.O. Box 3107  
Carol Stream, IL 60132-3107

**WIRE TRANSFERS:**

BANK NAME: SOCIETE GENERALE  
ACCOUNT #: 189383  
ABA #: 026004228  
ACCOUNT NAME: SALZGITTER MANNESMANN INTERNATIONAL (USA), INC.

S0014058

OUR ORDER NUMBER AND THE INVOICE NUMBER MUST BE INCLUDED ON ALL RELATED CORRESPONDENCE CONCERNING THE INVOICE INCLUDING ALL REMITTANCES. MILL WEIGHTS ARE FINAL. ATMOSPHERIC RUST ON UNPACKED MATERIALS IS NOT CLAIMABLE. NO CLAIMS ACCEPTED AFTER 30 DAYS OF RECEIPT OF MATERIAL.



## TERMS AND CONDITIONS OF SALE

(These attached terms and conditions are an integral part of the contract and supersede any and all other terms and conditions that have been presented by Purchaser.)

1. **TERMS PARAMOUNT:** The contract between Purchaser and Seller shall be solely as defined hereby together with all of the documents or attachments referenced herein except as it may be modified by charges hereto. In the event of any conflict between the terms of the contract as defined hereby and the terms of the Purchaser's purchase order, letter of credit or other document incidental to this contract, the terms set forth herein shall prevail. Any conditions or exceptions which may be stated in any communication or document received by Seller from Purchaser shall be of no effect unless specifically agreed to in writing by Seller. This Sales Confirmation constitutes notice of objection to any conditions in Purchaser's inquiry or purchase order or any other documents which are contrary or in addition to the conditions set forth herein.
2. **WARRANTY: SELLER WARRANTS THAT ALL MATERIAL CONFORMS TO CONTRACT SPECIFICATIONS; THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS OR OTHERWISE, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THE CONTRACT.**
3. **QUANTITY:** Unless otherwise specified, Seller may deliver and Purchaser will accept up to ten (10%) percent more or less than the contract quantity. Where material is sold on an actual weight basis, mill weights shall be conclusive.
4. **PARTIAL SHIPMENTS:** Unless otherwise specified, Seller shall have the right to make partial shipments. Each partial shipment shall be deemed a separate sale and payment shall become due therefore in accordance with the terms of payment.
5. **RISK OF LOSS:** Purchaser shall bear all risk of loss or damage to or destruction of the material covered hereby from after delivery at the point of delivery stipulated in the contract, unless otherwise expressly provided.
6. **IMPORT DUTY AND TAXES:** If the contract calls for Seller to pay duty on imported material, and only in such case, Seller shall pay the amount of United States import duty at the rates stated in the Tariff Schedules of the United States in effect on the date of the contract. If duty is determined by value, it shall be based upon Seller's cost. If the total amount of duties (regular and special), at any time, required to be paid is for any reason whatsoever greater (or less) than this amount, the difference shall be charged (or credited) to Purchaser. In the event that any new or increased U.S. Federal, State or local taxes, however denominated are imposed upon the imported material after the date of the contract, such new or increased taxes shall be for the account of and charged to Purchaser.
7. **Cost of Insurance and Transportation:** If the contract provides that Seller shall pay insurance and transportation costs, they shall be at the applicable rates in effect at the date of the contract. If for any reason the cost of insurance or transportation increases prior to the shipment date, such increases shall be for the account of and charged to Purchaser.
8. **DELAY IN OR NON-SHIPMENT:** If for any reason beyond the control of Seller or of Seller's supplier shipment is not made within the time specified:
  - (a) Seller shall not be liable therefore and,
  - (b) Unless otherwise agreed, the time for shipment shall be extended for a period of ninety (90) days, and Purchaser, if payment is to be made by letter of credit, shall extend such letter of credit for ninety (90) days. If shipment is not made within such extended ninety (90) day period, the contract shall be deemed to be cancelled by mutual consent and without liability to either party. In no event shall Seller be liable for consequential or special damages for delay in or non-shipment of any material under this contract.
9. **DEVIATION:** If after the material has been shipped, its arrival at the destination port is delayed or prevented; or the vessel is deviated to a different port for reasons beyond Seller's control, the Seller shall advise the Purchaser of any such delay and or deviation within a reasonable time and shall cooperate with the Purchaser to get the material to the Purchaser's original destination stipulated by the accepted contract, without prejudice or liability to the Seller.
10. **CLAIMS:** (a) **Shortages:** All claims for shortages in deliveries must be made promptly after receipt of the material by Purchaser. All claims for shortages must be supported by documentary evidence in the form of exceptions taken on delivery receipt (however denominated) furnished by Purchaser to the delivering carrier. Failure to take such exceptions at time of delivery shall constitute an absolute bar to any claim.
 

(b) **Damaged or Defective Material:** All claims of damaged or defective material are barred unless reported in writing by Purchaser to Seller, with full particulars, promptly after the damage was or reasonably should have been discovered, and full facilities are offered Seller and its insurer for inspection and investigation.

All claims must be made by registered or certified mail, or courier, must state with particularity the defect or damage complained of and must be supported by documentary evidence. In no event may any claim be made more than thirty (30) days after material is received by Purchaser or thirty (30) days after the defect or damage reasonably should have been discovered.

In the event that a timely and bona fide claim is made with respect to damaged or defective material, Purchaser shall be entitled, at Seller's sole and exclusive option, to replacement of the material, refund of any purchase price paid therefore or an allowance. Seller shall not be otherwise liable for such damaged or defective material or its use or for consequential or special damages. Purchaser's obligation to accept and make payment on time for the balance of the material delivered or to be delivered under the contract shall not be affected thereby.

In case of a dispute as to whether material meets contract specifications, Seller or Purchaser may designate a mutually acceptable independent testing company and/or surveyor to make an examination and in such case said testing Company's and/or surveyor's findings shall be conclusive and binding on both parties (the expense of which examination shall be borne by Seller with respect to each item found not to conform to specifications and by Purchaser with respect to each item found to conform to specifications). Seller shall not be responsible for inherent vice, such as atmospheric rust if steel is ordered without wrapping, and for internal sweating on wrapped steel. Seller shall not be deemed to have knowledge of the intended ultimate purchase or use of any of the material.
11. **SELLER'S REMEDIES:** In the event that Purchaser fails to perform its obligations, Seller, at its option, may cancel the contract and recover from Purchaser its damages, including its expenses, mill cancellation fees and the difference between the contract price and the lesser of Seller's cost or the market price at point of delivery, or Seller may dispose of the material publicly or privately from Purchaser's account and apply the net proceeds, after deducting expenses of disposition, against the purchase price. In the case of any deficiency, Purchaser shall remain liable therefore. Seller's expenses in either case shall include reasonable attorney's fees and other costs of enforcing its rights.
12. **PURCHASER'S REMEDIES:** Except as otherwise provided herein, failure of Seller to entitle Purchaser, at Seller's sole and exclusive option, to replacement of material shipped, refund of any purchase price paid therefore or an allowance. Seller shall not be liable for any consequential or special damages.

13. **INTEREST DUE ON LATE PAYMENT:** If payment is not made on time, Seller, in addition to its other legal rights, shall be entitled to interest at the highest rate allowed by law, or at a minimum, which shall equal prime as published in the Wall Street Journal, plus two (2%) percent.
14. **SUSPENSION OF FUTURE SHIPMENTS – CHANGE OF CREDIT TERMS:** Purchaser hereby represents that it is solvent and Purchaser's signing of any delivery receipt (however denominated) furnished by Purchaser to the delivering carrier shall constitute a further representation of solvency at the time of signing such receipt. Seller shall have the right to withhold shipment of any portion of the material covered by this contract or any other existing contract between Seller and Purchaser, in the event Purchaser fails to make payment when due under any contract between Purchaser and Seller. Said action on the part of Seller shall not release Purchaser from its obligation to accept and pay for such remaining portion of material it and when shipped by Seller, such remaining portion of material it and when shipped by Seller.  
  
If at any time there is a change in the financial conditions or structure of Purchaser, arising from a change in business or market conditions or otherwise, or arising from a merger, reorganization or other change in business form, or if Purchaser becomes insolvent, makes an assignment for the benefit of creditors, or a petition in bankruptcy with respect to Purchaser is filed, or if any lien, arising from judicial process or otherwise, is placed upon any material asset of Purchaser, or if Purchaser breaches any provisions hereof, then Seller shall have the right to cancel the contract, including but not limited to requiring the payment of cash in advance of delivery.
15. **SECURITY INTEREST:** Purchaser grants Seller a security interest in all property of Purchaser now or hereafter in Seller's possession or control and Seller may hold such property as security for payment of all obligations due to Seller and may dispose of such property at private sale to satisfy amounts owed to Seller by Purchaser.
16. **MODIFICATIONS:** The contract constitutes the entire agreement between the parties and no modification shall be effective unless agreed to in writing.
17. **NON-WAIVER OF TERMS:** Failure of Seller to insist upon strict performance of any terms and conditions hereof shall not be deemed a waiver of any rights Seller may have. The shipping or receiving of any material shall not be deemed a waiver of any rights concerning a failure by Purchaser to comply with any provision hereof. Waiver by Seller of any provision hereof shall not constitute a waiver as to any other provision, and shall not affect the right of Seller to exercise thereafter any right or remedy in the event of any other default whether similar or not.
18. **REPRESENTATIONS:** Purchaser and Seller agree that no representations have been made or relied upon, except as specifically stated herein.
19. **ASSIGNMENT:** This contract may not be assigned without the written agreement of the parties.
20. **SEVERABILITY:** Any legally invalid provision hereof shall be considered severable.
21. **FORCE MAJEURE:** Seller shall be relieved from performance of its obligations, promises, covenants or warranties hereunder due to inability to perform in whole or in part as a result of force majeure, which shall include without limitation compliance with any law, ordinance, regulation, ruling order or other governmental action, judicial decree or treaty (including embargo, wage or price control, or rationing or allocation of services or commodities), or due to acts of God, fire, flood, war, sabotage, accidents, labor disputes, shortage or failure of supply of transportation, supply of materials or equipment, interruption of or delay in communications or transportation, or any other circumstances of like nature beyond the reasonable control of Seller.
22. **GOVERNING LAW:** The contract between Purchaser and Seller as defined by this Sales confirmation shall be governed by the laws of the State of Texas, United States of America.
23. **ARBITRATION:** Any controversy or claims arising out of said contract, or the breach thereof, shall be determined by arbitration in Houston, Harris County, Texas in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof.



**EXHIBIT 3-F**

**EXHIBIT 3-F**



# INVOICE

Salzgitter Mannesmann  
International (USA), Inc.  
1770 St James Place, Ste. 500  
Houston, TX 77058-3498  
Phone: (713) 388-7900  
Fax: (713) 985-9330

Invoice No	24840
Date	2/8/07
Due Date	3/10/07
Order No	SCH-07256

Page 1

BILL TO:	SHIP TO:
Southeastern Stud & Components 4542 Baldwin Ave. Montgomery, AL 36108	Southeastern Stud & Components CPU @ EMPIRE STEVEDORING NEW ORLEANS, LA

CUSTOMER P.O. NO.		ORDER NO.	TERMS			VESSEL		
1414		SCH-07256	30 days from date of invoice			VESSEL MYRON N		
ITEM	DESCRIPTION	FEET	UNITS	MTS	LBS	USD/CWT	USD	
OFC -loaded truck, Empire Stevedoring, according to UCC terms and conditions (Uniform Commercial Code). Load out fee paid. Prime HDG, ASTM A 653, Cs Type B, G-30, coating, min spangle, chem treat dry, 20" ID, I.D., C/W 14-23000 LBS. Seaworthy package.								
01	.0165" min x 48"	0.00	2	16.300	35,935	42.15	15,146.73	
DOCK RECEIPT: 24								
TOTAL		0.00	2	16.300	35,935		\$15,146.73	

## PLEASE REMIT TO:

### LOCKBOX REMITTANCE ADDRESS:

SALZGITTER MANNESMANN  
INTERNATIONAL (USA), INC.  
P O. Box 3107  
Carol Stream, IL 60132-3107

### WIRE TRANSFERS:

BANK NAME: SOCIETE GENERALE  
ACCOUNT #: 189383  
ABA #: 026004226  
ACCOUNT NAME: SALZGITTER MANNESMANN INTERNATIONAL (USA), INC.

S0014233

OUR ORDER NUMBER AND THE INVOICE NUMBER MUST BE INCLUDED ON ALL RELATED CORRESPONDENCE CONCERNING THE INVOICE INCLUDING ALL REMITTANCES. MILL WEIGHTS ARE FINAL. ATMOSPHERIC RUST ON UNPACKED MATERIALS IS NOT CLAIMABLE. NO CLAIMS ACCEPTED AFTER 30 DAYS OF RECEIPT OF MATERIAL.

# TERMS AND CONDITIONS OF SALE

(These attached terms and conditions are an integral part of the contract and supersede any and all other terms and conditions that have been presented by Purchaser.)

1. **TERMS PARAMOUNT:** The contract between Purchaser and Seller shall be solely as defined hereby together with all of the documents or attachments referenced herein except as it may be modified by changes hereto. In the event of any conflict between the terms of the contract as defined hereby and the terms of the Purchaser's purchase order, letter of credit or other document incidental to this contract, the terms set forth herein shall prevail. Any conditions or exceptions which may be stated in any communication or document received by Seller from Purchaser shall be of no effect unless specifically agreed to in writing by Seller. This Sales Confirmation constitutes notice of objection to any conditions in Purchaser's inquiry or purchase order or any other documents which are contrary or in addition to the conditions set forth herein.
2. **WARRANTY: SELLER WARRANTS THAT ALL MATERIAL CONFORMS TO CONTRACT SPECIFICATIONS: THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS OR OTHERWISE, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THE CONTRACT.**
3. **QUANTITY:** Unless otherwise specified, Seller may deliver and Purchaser will accept up to ten (10%) percent more or less than the contract quantity. Where material is sold on an actual weight basis, mill weights shall be conclusive.
4. **PARTIAL SHIPMENTS:** Unless otherwise specified, Seller shall have the right to make partial shipments. Each partial shipment shall be deemed a separate sale and payment shall become due therefore in accordance with the terms of payment.
5. **RISK OF LOSS:** Purchaser shall bear all risk of loss or damage to or destruction of the material covered hereby from after delivery at the point of delivery stipulated in the contract, unless otherwise expressly provided.
6. **IMPORT DUTY AND TAXES:** If the contract calls for Seller to pay duty on imported material, and only in such case, Seller shall pay the amount of United States import duty at the rates stated in the Tariff Schedules of the United States in effect on the date of the contract. If duty is determined by value, it shall be based upon Seller's cost. If the total amount of duties (regular and special), at any time, required to be paid is for any reason whatsoever greater (or less) than this amount, the difference shall be charged (or credited) to Purchaser. In the event that any new or increased U.S. Federal, State or local taxes, however denominated are imposed upon the imported material after the date of the contract, such new or increased taxes shall be for the account of and charged to Purchaser.
7. **Cost of Insurance and Transportation:** If the contract provides that Seller shall pay insurance and transportation costs, they shall be at the applicable rates in effect at the date of the contract. If for any reason the cost of insurance or transportation increases prior to the shipment date, such increases shall be for the account of and charged to Purchaser.
8. **DELAY IN OR NON-SHIPMENT:** If for any reason beyond the control of Seller or of Seller's supplier shipment is not made within the time specified:
  - (a) Seller shall not be liable therefore and,
  - (b) Unless otherwise agreed, the time for shipment shall be extended for a period of ninety (90) days, and Purchaser, if payment is to be made by letter of credit, shall extend such letter of credit for ninety (90) days. If shipment is not made within such extended ninety (90) day period, the contract shall be deemed to be cancelled by mutual consent and without liability to either party. In no event shall Seller be liable for consequential or special damages for delay in or non-shipment of any material under this contract.
9. **DEVIATION:** If after the material has been shipped, its arrival at the destination port is delayed or prevented; or the vessel is deviated to a different port for reasons beyond Seller's control, the Seller shall advise the Purchaser of any such delay and or deviation within a reasonable time and shall cooperate with the Purchaser to get the material to the Purchaser's original destination stipulated by the accepted contract, without prejudice or liability to the Seller.
10. **CLAIMS:** (a) **Shortages:** All claims for shortages in deliveries must be made promptly after receipt of the material by Purchaser. All claims for shortages must be supported by documentary evidence in the form of exceptions taken on delivery receipt (however denominated) furnished by Purchaser to the delivering carrier. Failure to take such exceptions at time of delivery shall constitute an absolute bar to any claim.
 

(b) **Damaged or Defective Material:** All claims of damaged or defective material are barred unless reported in writing by Purchaser to Seller, with full particulars, promptly after the damage was or reasonably should have been discovered, and full facilities are offered Seller and its insurer for inspection and investigation.

All claims must be made by registered or certified mail, or courier, must state with particularity the defect or damage complained of and must be supported by documentary evidence. In no event may any claim be made more than thirty (30) days after material is received by Purchaser or thirty (30) days after the defect or damage reasonably should have been discovered.

In the event that a timely and bona fide claim is made with respect to damaged or defective material, Purchaser shall be entitled, at Seller's sole and exclusive option, to replacement of the material, refund of any purchase price paid therefore or an allowance. Seller shall not be otherwise liable for such damaged or defective material or its use or for consequential or special damages. Purchaser's obligation to accept and make payment on time for the balance of the material delivered or to be delivered under the contract shall not be affected thereby.

In case of a dispute as to whether material meets contract specifications, Seller or Purchaser may designate a mutually acceptable independent testing company and/or surveyor to make an examination and in such case said testing Company's and/or surveyor's findings shall be conclusive and binding on both parties (the expense of which examination shall be borne by Seller with respect to each item found not to conform to specifications and by Purchaser with respect to each item found to conform to specifications). Seller shall not be responsible for inherent vice, such as atmospheric rust if steel is ordered without wrapping, and for internal sweating on wrapped steel. Seller shall not be deemed to have knowledge of the intended ultimate purchase or use of any of the material.
11. **SELLER'S REMEDIES:** In the event that Purchaser fails to perform its obligations, Seller, at its option, may cancel the contract and recover from Purchaser its damages, including its expenses, mill cancellation fees and the difference between the contract price and the lesser of Seller's cost or the market price at point of delivery, or Seller may dispose of the material publicly or privately from Purchaser's account and apply the net proceeds, after deducting expenses of disposition, against the purchase price. In the case of any deficiency, Purchaser shall remain liable therefore. Seller's expenses in either case shall include reasonable attorney's fees and other costs of enforcing its rights.
12. **PURCHASER'S REMEDIES:** Except as otherwise provided herein, failure of Seller to entitle Purchaser, at Seller's sole and exclusive option, to replacement of material shipped, refund of any purchase price paid therefore or an allowance. Seller shall not be liable for any consequential or special damages.

13. **INTEREST DUE ON LATE PAYMENT:** If payment is not made on time, Seller, in addition to its other legal rights, shall be entitled to interest at the highest rate allowed by law, or at a minimum, which shall equal prime as published in the Wall Street Journal, plus two (2%) percent.
14. **SUSPENSION OF FUTURE SHIPMENTS – CHANGE OF CREDIT TERMS:** Purchaser hereby represents that it is solvent and Purchaser's signing of any delivery receipt (however denominated) furnished by Purchaser to the delivering carrier shall constitute a further representation of solvency at the time of signing such receipt. Seller shall have the right to withhold shipment of any portion of the material covered by this contract or any other existing contract between Seller and Purchaser, in the event Purchaser fails to make payment when due under any contract between Purchaser and Seller. Said action on the part of Seller shall not release Purchaser from its obligation to accept and pay for such remaining portion of material if and when shipped by Seller, such remaining portion of material if and when shipped by Seller.
- If at any time there is a change in the financial conditions or structure of Purchaser, arising from a change in business or market conditions or otherwise, or arising from a merger, reorganization or other change in business form, or if Purchaser becomes insolvent, makes an assignment for the benefit of creditors, or a petition in bankruptcy with respect to Purchaser is filed, or if any lien, arising from judicial process or otherwise, is placed upon any material asset of Purchaser, or if Purchaser breaches any provisions hereof, then Seller shall have the right to cancel the contract, including but not limited to requiring the payment of cash in advance of delivery.
15. **SECURITY INTEREST:** Purchaser grants Seller a security interest in all property of Purchaser now or hereafter in Seller's possession or control and Seller may hold such property as security for payment of all obligations due to Seller and may dispose of such property at private sale to satisfy amounts owed to Seller by Purchaser.
16. **MODIFICATIONS:** The contract constitutes the entire agreement between the parties and no modification shall be effective unless agreed to in writing.
17. **NON-WAIVER OF TERMS:** Failure of Seller to insist upon strict performance of any terms and conditions hereof shall not be deemed a waiver of any rights Seller may have. The shipping or receiving of any material shall not be deemed a waiver of any rights concerning a failure by Purchaser to comply with any provision hereof. Waiver by Seller of any provision hereof shall not constitute a waiver as to any other provision, and shall not affect the right of Seller to exercise thereafter any right or remedy in the event of any other default whether similar or not.
18. **REPRESENTATIONS:** Purchaser and Seller agree that no representations have been made or relied upon, except as specifically stated herein.
19. **ASSIGNMENT:** This contract may not be assigned without the written agreement of the parties.
20. **SEVERABILITY:** Any legally invalid provision hereof shall be considered severable.
21. **FORCE MAJEURE:** Seller shall be relieved from performance of its obligations, promises, covenants or warranties hereunder due to inability to perform in whole or in part as a result of force majeure, which shall include without limitation compliance with any law, ordinance, regulation, ruling order or other governmental action, judicial decree or treaty (including embargo, wage or price control, or rationing or allocation of services or commodities), or due to acts of God, fire, flood, war, sabotage, accidents, labor disputes, shortage or failure of supply of transportation, supply of materials or equipment, interruption of or delay in communications or transportation, or any other circumstances of like nature beyond the reasonable control of Seller.
22. **GOVERNING LAW:** The contract between Purchaser and Seller as defined by this Sales confirmation shall be governed by the laws of the State of Texas, United States of America.
23. **ARBITRATION:** Any controversy or claims arising out of said contract, or the breach thereof, shall be determined by arbitration in Houston, Harris County, Texas in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof.

**EXHIBIT 3-G**

**EXHIBIT 3-G**



**INVOICE**

Salzgitter Mannesmann  
International (USA), Inc.  
1770 St. James Place, Ste. 500  
Houston, TX 77056-3499  
Phone: (713) 386-7900  
Fax: (713) 965-9330

Invoice No.	25501
Date	4/30/07
Due Date	4/30/07
Order No	SCH-07515

Page 1

BILL TO:	SHIP TO:
Southeastern Stud & Components 4542 Baldwin Ave. Montgomery, AL 36108	Southeastern Stud & Components CPU @ EMPIRE STEVEDORING NEW ORLEANS, LA

**COPY**

CUSTOMER P.O. NO.	ORDER NO.	TERMS	VESSEL
12306	SCH-07515	Cash in Advance	VESEL AFRICAN HAWK 164/06

ITEM	DESCRIPTION	FEET	UNITS	MTS	LBS	USD/CWT	USD
OFC - loaded truck, Empire Stevedoring, New Orleans, La. per UCC (uniform commercial code) terms and conditions.							
Prime hot dipped galvanized coils, CS Type, B, G-40, min spangle, chem treat dry, 20" ID, max c/w 13,000- 23,000lbs. Invoicing on actual net weight basis.							
01	.0435" min x 48.375" PO 12306	0.00	2	13.500	29,762	34.10	10,148.97
<b>TOTAL</b>		<u>0.00</u>	<u>2</u>	<u>13.500</u>	<u>29,762</u>		<u>\$10,148.97</u>

**PLEASE REMIT TO:**

**LOCKBOX REMITTANCE ADDRESS:**

SALZGITTER MANNESMANN  
INTERNATIONAL (USA), INC.  
P.O. Box 3107  
Carol Stream, IL 60132-3107

**WIRE TRANSFERS:**

BANK NAME: SOCIETE GENERALE  
ACCOUNT #: 189383  
ABA #: 026004226  
ACCOUNT NAME: SALZGITTER MANNESMANN INTERNATIONAL (USA), INC.

50014832

OUR ORDER NUMBER AND THE INVOICE NUMBER MUST BE INCLUDED ON ALL RELATED CORRESPONDENCE CONCERNING THE INVOICE, INCLUDING ALL REMITTANCES. MILL WEIGHTS ARE FINAL. ATMOSPHERIC RUST ON UNPACKED MATERIALS IS NOT CLAIMABLE. NO CLAIMS ACCEPTED AFTER 30 DAYS OF RECEIPT OF MATERIAL.



**TERMS AND CONDITIONS OF SALE**

(These attached terms and conditions are an integral part of the contract and supersede any and all other terms and conditions that have been presented by Purchaser.)

1. **TERMS PARAMOUNT:** The contract between Purchaser and Seller shall be solely as defined hereby together with all of the documents or attachments referenced herein except as it may be modified by changes hereto. In the event of any conflict between the terms of the contract as defined hereby and the terms of the Purchaser's purchase order, letter of credit or other document incidental to this contract, the terms set forth herein shall prevail. Any conditions or exceptions which may be stated in any communication or document received by Seller from Purchaser shall be of no effect unless specifically agreed to in writing by Seller. This Sales Confirmation constitutes notice of objection to any conditions in Purchaser's inquiry or purchase order or any other documents which are contrary or in addition to the conditions set forth herein.
2. **WARRANTY: SELLER WARRANTS THAT ALL MATERIAL CONFORMS TO CONTRACT SPECIFICATIONS; THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS OR OTHERWISE, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THE CONTRACT.**
3. **QUANTITY:** Unless otherwise specified, Seller may deliver and Purchaser will accept up to ten (10%) percent more or less than the contract quantity. Where material is sold on an actual weight basis, mill weights shall be conclusive.
4. **PARTIAL SHIPMENTS:** Unless otherwise specified, Seller shall have the right to make partial shipments. Each partial shipment shall be deemed a separate sale and payment shall become due therefore in accordance with the terms of payment.
5. **RISK OF LOSS:** Purchaser shall bear all risk of loss or damage to or destruction of the material covered hereby from after delivery at the point of delivery stipulated in the contract, unless otherwise expressly provided.
6. **IMPORT DUTY AND TAXES:** If the contract calls for Seller to pay duty on imported material, and only in such case, Seller shall pay the amount of United States import duty at the rates stated in the Tariff Schedules of the United States in effect on the date of the contract. If duty is determined by value, it shall be based upon Seller's cost. If the total amount of duties (regular and special), at any time, required to be paid is for any reason whatsoever greater (or less) than this amount, the difference shall be charged (or credited) to Purchaser. In the event that any new or increased U.S. Federal, State or local taxes, however denominated are imposed upon the imported material after the date of the contract, such new or increased taxes shall be for the account of and charged to Purchaser.
7. **Cost of Insurance and Transportation:** If the contract provides that Seller shall pay insurance and transportation costs, they shall be at the applicable rates in effect at the date of the contract. If for any reason the cost of insurance or transportation increases prior to the shipment date, such increases shall be for the account of and charged to Purchaser.
8. **DELAY IN OR NON-SHIPMENT:** If for any reason beyond the control of Seller or of Seller's supplier shipment is not made within the time specified:
  - (a) Seller shall not be liable therefore and,
  - (b) Unless otherwise agreed, the time for shipment shall be extended for a period of ninety (90) days, and Purchaser, if payment is to be made by letter of credit, shall extend such letter of credit for ninety (90) days. If shipment is not made within such extended ninety (90) day period, the contract shall be deemed to be cancelled by mutual consent and without liability to either party. In no event shall Seller be liable for consequential or special damages for delay in or non-shipment of any material under this contract.
9. **DEVIATION:** If after the material has been shipped, its arrival at the destination port is delayed or prevented; or the vessel is deviated to a different port for reasons beyond Seller's control, the Seller shall advise the Purchaser of any such delay and or deviation within a reasonable time and shall cooperate with the Purchaser to get the material to the Purchaser's original destination stipulated in the accepted contract, without prejudice or liability to the Seller.
10. **CLAIMS:** (a) **Shortages:** All claims for shortages in deliveries must be made promptly after receipt of the material by Purchaser. All claims for shortages must be supported by documentary evidence in the form of exceptions taken on delivery receipt (however denominated) furnished by Purchaser to the delivering carrier. Failure to take such exceptions at time of delivery shall constitute an absolute bar to any claim.

(b) **Damaged or Defective Material:** All claims of damaged or defective material are barred unless reported in writing by Purchaser to Seller, with full particulars, promptly after the damage was or reasonably should have been discovered, and full facilities are offered Seller and its insurer for inspection and investigation.

All claims must be made by registered or certified mail, or courier, must state with particularity the defect or damage complained of and must be supported by documentary evidence. In no event may any claim be made more than thirty (30) days after material is received by Purchaser or thirty (30) days after the defect or damage reasonably should have been discovered.

In the event that a timely and bona fide claim is made with respect to damaged or defective material, Purchaser shall be entitled, at Seller's sole and exclusive option, to replacement of the material, refund of any purchase price paid therefore or an allowance. Seller shall not be otherwise liable for such damaged or defective material or its use or for consequential or special damages. Purchaser's obligation to accept and make payment on time for the balance of the material delivered or to be delivered under the contract shall not be affected thereby.

In case of a dispute as to whether material meets contract specifications, Seller or Purchaser may designate a mutually acceptable independent testing company and/or surveyor to make an examination and in such case said testing Company's and/or surveyor's findings shall be conclusive and binding on both parties (the expense of which examination shall be borne by Seller with respect to each item found not to conform to specifications and by Purchaser with respect to each item found to conform to specifications). Seller shall not be responsible for inherent vice, such as atmospheric rust if steel is ordered without wrapping, and for internal sweating on wrapped steel. Seller shall not be deemed to have knowledge of the intended ultimate purchase or use of any of the material.
11. **SELLER'S REMEDIES:** In the event that Purchaser fails to perform its obligations, Seller, at its option, may cancel the contract and recover from Purchaser its damages, including its expenses, mill cancellation fees and the difference between the contract price and the lesser of Seller's cost or the market price at point of delivery, or Seller may dispose of the material publicly or privately from Purchaser's account and apply the net proceeds, after deducting expenses of disposition, against the purchase price. In the case of any deficiency, Purchaser shall remain liable therefore. Seller's expenses in either case shall include reasonable attorney's fees and other costs of enforcing its rights.
12. **PURCHASER'S REMEDIES:** Except as otherwise provided herein, failure of Seller to entitle Purchaser, at Seller's sole and exclusive option, to replacement of material shipped, refund of any purchase price paid therefore or an allowance. Seller shall not be liable for any consequential or special damages.

13. **INTEREST DUE ON LATE PAYMENT:** If payment is not made on time, Seller, in addition to its other legal rights, shall be entitled to interest at the highest rate allowed by law, or at a minimum, which shall equal prime as published in the Wall Street Journal, plus two (2%) percent.
14. **SUSPENSION OF FUTURE SHIPMENTS - CHANGE OF CREDIT TERMS:** Purchaser hereby represents that it is solvent and Purchaser's signing of any delivery receipt (however denominated) furnished by Purchaser to the delivering carrier shall constitute a further representation of solvency at the time of signing such receipt. Seller shall have the right to withhold shipment of any portion of the material covered by this contract or any other existing contract between Seller and Purchaser, in the event Purchaser fails to make payment when due under any contract between Purchaser and Seller. Said action on the part of Seller shall not release Purchaser from its obligation to accept and pay for such remaining portion of material if and when shipped by Seller, such remaining portion of material if and when shipped by Seller.
- If at any time there is a change in the financial conditions or structure of Purchaser, arising from a change in business or market conditions or otherwise, or arising from a merger, reorganization or other change in business form, or if Purchaser becomes insolvent, makes an assignment for the benefit of creditors, or a petition in bankruptcy with respect to Purchaser is filed, or if any lien, arising from judicial process or otherwise, is placed upon any material asset of Purchaser, or if Purchaser breaches any provisions hereof, then Seller shall have the right to cancel the contract, including but not limited to requiring the payment of cash in advance of delivery.
15. **SECURITY INTEREST:** Purchaser grants Seller a security interest in all property of Purchaser now or hereafter in Seller's possession or control and Seller may hold such property as security for payment of all obligations due to Seller and may dispose of such property at private sale to satisfy amounts owed to Seller by Purchaser.
16. **MODIFICATIONS:** The contract constitutes the entire agreement between the parties and no modification shall be effective unless agreed to in writing.
17. **NON-WAIVER OF TERMS:** Failure of Seller to insist upon strict performance of any terms and conditions hereof shall not be deemed a waiver of any rights Seller may have. The shipping or receiving of any material shall not be deemed a waiver of any rights concerning a failure by Purchaser to comply with any provision hereof. Waiver by Seller of any provision hereof shall not constitute a waiver as to any other provision, and shall not affect the right of Seller to exercise thereafter any right or remedy in the event of any other default whether similar or not.
18. **REPRESENTATIONS:** Purchaser and Seller agree that no representations have been made or relied upon, except as specifically stated herein.
19. **ASSIGNMENT:** This contract may not be assigned without the written agreement of the parties.
20. **SEVERABILITY:** Any legally invalid provision hereof shall be considered severable.
21. **FORCE MAJEURE:** Seller shall be relieved from performance of its obligations, promises, covenants or warranties hereunder due to inability to perform in whole or in part as a result of force majeure, which shall include without limitation compliance with any law, ordinance, regulation, ruling order or other governmental action, judicial decree or treaty (including embargo, wage or price control, or rationing or allocation of services or commodities), or due to acts of God, fire, flood, war, sabotage, accidents, labor disputes, shortage or failure of supply of transportation, supply of materials or equipment, interruption of or delay in communications or transportation, or any other circumstances of like nature beyond the reasonable control of Seller.
22. **GOVERNING LAW:** The contract between Purchaser and Seller as defined by this Sales confirmation shall be governed by the laws of the State of Texas, United States of America.
23. **ARBITRATION:** Any controversy or claims arising out of said contract, or the breach thereof, shall be determined by arbitration in Houston, Harris County, Texas in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof.



**EXHIBIT 3-H**

**EXHIBIT 3-H**

**INVOICE**

Salzgitter Mannesmann  
International (USA), Inc.  
1770 St. James Place, Ste. 500  
Houston, TX 77058-3499  
Phone: (713) 366-7900  
Fax: (713) 965-9330

Invoice No.	25549
Date	5/8/07
Due Date	5/8/07
Order No	SCH-07515

Page 1

BILL TO:	SHIP TO:
Southeastern Stud & Components 4542 Baldwin Ave. Montgomery, AL 36108	Southeastern Stud & Components CPU @ EMPIRE STEVEDORING NEW ORLEANS, LA <b>COPY</b>

CUSTOMER P.O. NO.		ORDER NO.	TERMS			VESSEL	
1498		SCH-07515	Cash in Advance			VESSEL AFRICAN HAWK	
ITEM	DESCRIPTION	FEET	UNITS	MTS	LBS	USD/CWT	USD
OFC - LOADED TRUCK, EMPIRE STEVEDORING, NEW ORLEANS, LA. PER UCC (UNIFORM COMMERCIAL CODE) TERMS AND CONDITIONS.							
Prime hot dipped galvanized coils, CS Type, B, G-40, min spangle, chem treat dry, 20" ID, max c/w 13,000- 23,000lbs. Invoicing on actual net weight basis.							
MATERIAL PAID FOR IN ADVANCE							
02	.0435" min x 48" PO 1498	0.00	2	19.590	43,189	37.60	16,238.88
PARENT ORDER CH-06781							

<b>TOTAL</b>	0.00	2	19.590	43,189	\$16,238.88
--------------	------	---	--------	--------	-------------

**PLEASE REMIT TO:****LOCKBOX REMITTANCE ADDRESS:**

SALZGITTER MANNESMANN  
INTERNATIONAL (USA), INC.  
P.O. Box 3107  
Carol Stream, IL 60132-3107

**WIRE TRANSFERS:**

BANK NAME: SOCIETE GENERALE  
ACCOUNT #: 189383  
ABA #: 028004228  
ACCOUNT NAME: SALZGITTER MANNESMANN INTERNATIONAL (USA), INC.

S0014874

OUR ORDER NUMBER AND THE INVOICE NUMBER MUST BE INCLUDED ON ALL RELATED CORRESPONDENCE CONCERNING THE INVOICE, INCLUDING ALL REMITTANCES. MILL WEIGHTS ARE FINAL. ATMOSPHERIC RUST ON UNPACKED MATERIALS IS NOT CLAIMABLE. NO CLAIMS ACCEPTED AFTER 30 DAYS OF RECEIPT OF MATERIAL.

#### TERMS AND CONDITIONS OF SALE

(These attached terms and conditions are an integral part of the contract and supersede any and all other terms and conditions that have been presented by Purchaser.)

1. **TERMS PARAMOUNT:** The contract between Purchaser and Seller shall be solely as defined hereby together with all of the documents or attachments referenced herein except as it may be modified by changes hereto. In the event of any conflict between the terms of the contract as defined hereby and the terms of the Purchaser's purchase order, letter of credit or other document incidental to this contract, the terms set forth herein shall prevail. Any conditions or exceptions which may be stated in any communication or document received by Seller from Purchaser shall be of no effect unless specifically agreed to in writing by Seller. This Sales Confirmation constitutes notice of objection to any conditions in Purchaser's inquiry or purchase order or any other documents which are contrary or in addition to the conditions set forth herein.
2. **WARRANTY: SELLER WARRANTS THAT ALL MATERIAL CONFORMS TO CONTRACT SPECIFICATIONS; THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS OR OTHERWISE, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THE CONTRACT.**
3. **QUANTITY:** Unless otherwise specified, Seller may deliver and Purchaser will accept up to ten (10%) percent more or less than the contract quantity. Where material is sold on an actual weight basis, mill weights shall be conclusive.
4. **PARTIAL SHIPMENTS:** Unless otherwise specified, Seller shall have the right to make partial shipments. Each partial shipment shall be deemed a separate sale and payment shall become due therefore in accordance with the terms of payment.
5. **RISK OF LOSS:** Purchaser shall bear all risk of loss or damage to or destruction of the material covered hereby from after delivery at the point of delivery stipulated in the contract, unless otherwise expressly provided.
6. **IMPORT DUTY AND TAXES:** If the contract calls for Seller to pay duty on imported material, and only in such case, Seller shall pay the amount of United States import duty at the rates stated in the Tariff Schedules of the United States in effect on the date of the contract. If duty is determined by value, it shall be based upon Seller's cost. If the total amount of duties (regular and special), at any time, required to be paid is for any reason whatsoever greater (or less) than this amount, the difference shall be charged (or credited) to Purchaser. In the event that any new or increased U.S. Federal, State or local taxes, however denominated are imposed upon the imported material after the date of the contract, such new or increased taxes shall be for the account of and charged to Purchaser.
7. **Cost of Insurance and Transportation:** If the contract provides that Seller shall pay insurance and transportation costs, they shall be at the applicable rates in effect at the date of the contract. If for any reason the cost of insurance or transportation increases prior to the shipment date, such increases shall be for the account of and charged to Purchaser.
8. **DELAY IN OR NON-SHIPMENT:** If for any reason beyond the control of Seller or of Seller's supplier shipment is not made within the time specified:
  - (a) Seller shall not be liable therefore and,
  - (b) Unless otherwise agreed, the time for shipment shall be extended for a period of ninety (90) days, and Purchaser, if payment is to be made by letter of credit, shall extend such letter of credit for ninety (90) days. If shipment is not made within such extended ninety (90) day period, the contract shall be deemed to be cancelled by mutual consent and without liability to either party. In no event shall Seller be liable for consequential or special damages for delay in or non-shipment of any material under this contract.
9. **DEVIATION:** If after the material has been shipped, its arrival at the destination port is delayed or prevented; or the vessel is deviated to a different port for reasons beyond Seller's control, the Seller shall advise the Purchaser of any such delay and or deviation within a reasonable time and shall cooperate with the Purchaser to get the material to the Purchaser's original destination stipulated by the accepted contract, without prejudice or liability to the Seller.
10. **CLAIMS:** (a) **Shortages:** All claims for shortages in deliveries must be made promptly after receipt of the material by Purchaser. All claims for shortages must be supported by documentary evidence in the form of exceptions taken on delivery receipt (however denominated) furnished by Purchaser to the delivering carrier. Failure to take such exceptions at time of delivery shall constitute an absolute bar to any claim.
  - (b) **Damaged or Defective Material:** All claims of damaged or defective material are barred unless reported in writing by Purchaser to Seller, with full particulars, promptly after the damage was or reasonably should have been discovered, and full facilities are offered Seller and its insurer for inspection and investigation.All claims must be made by registered or certified mail, or courier, must state with particularity the defect or damage complained of and must be supported by documentary evidence. In no event may any claim be made more than thirty (30) days after material is received by Purchaser or thirty (30) days after the defect or damage reasonably should have been discovered.

In the event that a timely and bona fide claim is made with respect to damaged or defective material, Purchaser shall be entitled, at Seller's sole and exclusive option, to replacement of the material, refund of any purchase price paid therefore or an allowance. Seller shall not be otherwise liable for such damaged or defective material or its use or for consequential or special damages. Purchaser's obligation to accept and make payment on time for the balance of the material delivered or to be delivered under the contract shall not be affected thereby.

In case of a dispute as to whether material meets contract specifications, Seller or Purchaser may designate a mutually acceptable independent testing company and/or surveyor to make an examination and in such case said testing Company's and/or surveyor's findings shall be conclusive and binding on both parties (the expense of which examination shall be borne by Seller with respect to each item found not to conform to specifications and by Purchaser with respect to each item found to conform to specifications). Seller shall not be responsible for inherent vice, such as atmospheric rust if steel is ordered without wrapping, and for internal sweating on wrapped steel. Seller shall not be deemed to have knowledge of the intended ultimate purchase or use of any of the material.
11. **SELLER'S REMEDIES:** In the event that Purchaser fails to perform its obligations, Seller, at its option, may cancel the contract and recover from Purchaser its damages, including its expenses, mill cancellation fees and the difference between the contract price and the lesser of Seller's cost or the market price at point of delivery, or Seller may dispose of the material publicly or privately from Purchaser's account and apply the net proceeds, after deducting expenses of disposition, against the purchase price. In the case of any deficiency, Purchaser shall remain liable therefore. Seller's expenses in either case shall include reasonable attorney's fees and other costs of enforcing its rights.
12. **PURCHASER'S REMEDIES:** Except as otherwise provided herein, failure of Seller to entitle Purchaser, at Seller's sole and exclusive option, to replacement of material shipped, refund of any purchase price paid therefore or an allowance. Seller shall not be liable for any consequential or special damages.

13. **INTEREST DUE ON LATE PAYMENT:** If payment is not made on time, Seller, in addition to its other legal rights, shall be entitled to interest at the highest rate allowed by law, or at a minimum, which shall equal prime as published in the Wall Street Journal, plus two (2%) percent.
14. **SUSPENSION OF FUTURE SHIPMENTS - CHANGE OF CREDIT TERMS:** Purchaser hereby represents that it is solvent and Purchaser's signing of any delivery receipt (however denominated) furnished by Purchaser to the delivering carrier shall constitute a further representation of solvency at the time of signing such receipt. Seller shall have the right to withhold shipment of any portion of the material covered by this contract or any other existing contract between Seller and Purchaser, in the event Purchaser fails to make payment when due under any contract between Purchaser and Seller. Said action on the part of Seller shall not release Purchaser from its obligation to accept and pay for such remaining portion of material if and when shipped by Seller, such remaining portion of material if and when shipped by Seller.
- If at any time there is a change in the financial conditions or structure of Purchaser, arising from a change in business or market conditions or otherwise, or arising from a merger, reorganization or other change in business form, or if Purchaser becomes insolvent, makes an assignment for the benefit of creditors, or a petition in bankruptcy with respect to Purchaser is filed, or if any lien, arising from judicial process or otherwise, is placed upon any material asset of Purchaser, or if Purchaser breaches any provisions hereof, then Seller shall have the right to cancel the contract, including but not limited to requiring the payment of cash in advance of delivery.
15. **SECURITY INTEREST:** Purchaser grants Seller a security interest in all property of Purchaser now or hereafter in Seller's possession or control and Seller may hold such property as security for payment of all obligations due to Seller and may dispose of such property at private sale to satisfy amounts owed to Seller by Purchaser.
16. **MODIFICATIONS:** The contract constitutes the entire agreement between the parties and no modification shall be effective unless agreed to in writing.
17. **NON-WAIVER OF TERMS:** Failure of Seller to insist upon strict performance of any terms and conditions hereof shall not be deemed a waiver of any rights Seller may have. The shipping or receiving of any material shall not be deemed a waiver of any rights concerning a failure by Purchaser to comply with any provision hereof. Waiver by Seller of any provision hereof shall not constitute a waiver as to any other provision, and shall not affect the right of Seller to exercise thereafter any right or remedy in the event of any other default whether similar or not.
18. **REPRESENTATIONS:** Purchaser and Seller agree that no representations have been made or relied upon, except as specifically stated herein.
19. **ASSIGNMENT:** This contract may not be assigned without the written agreement of the parties.
20. **SEVERABILITY:** Any legally invalid provision hereof shall be considered severable.
21. **FORCE MAJEURE:** Seller shall be relieved from performance of its obligations, promises, covenants or warranties hereunder due to inability to perform in whole or in part as a result of force majeure, which shall include without limitation compliance with any law, ordinance, regulation, ruling order or other governmental action, judicial decree or treaty (including embargo, wage or price control, or rationing or allocation of services or commodities), or due to acts of God, fire, flood, war, sabotage, accidents, labor disputes, shortage or failure of supply of transportation, supply of materials or equipment, interruption of or delay in communications or transportation, or any other circumstances of like nature beyond the reasonable control of Seller.
22. **GOVERNING LAW:** The contract between Purchaser and Seller as defined by this Sales confirmation shall be governed by the laws of the State of Texas, United States of America.
23. **ARBITRATION:** Any controversy or claims arising out of said contract, or the breach thereof, shall be determined by arbitration in Houston, Harris County, Texas in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof.

# **EXHIBIT 3-I**

# **EXHIBIT 3-I**



**DEBIT MEMO**

Salzgitter Mannesmann  
International (USA), Inc.  
1770 St. James Place, Ste. 500  
Houston, TX 77058-3499  
Phone: (713) 386-7900  
Fax: (713) 965-9330

Invoice No.	DN24764
Date	1/29/07
Due Date	1/29/07

Page 1

BILL TO:	SHIP TO:
Southeastern Stud & Components 4542 Baldwin Ave. Montgomery, AL 36108	Southeastern Stud & Components LA

CUSTOMER P.O. NO.		ORDER NO.	TERMS			VESSEL	
1357		SCH06188	Due Upon Receipt			VESSEL MV AKILI	
ITEM	DESCRIPTION	FEET	UNITS	MTS	LBS	USD/MT	USD
We debit your account for interest at 1% + Prime per our agreement in Chicago on invoice #23647 dated 9/12/06.							
Please see attached...							

**TOTAL**

**\$4,590.32**

**PLEASE REMIT TO:**

**LOCKBOX REMITTANCE ADDRESS:**

SALZGITTER MANNESMANN  
INTERNATIONAL (USA), INC.  
P.O. Box 3107  
Carol Stream, IL 60132-3107

**WIRE TRANSFERS:**

BANK NAME: SOCIETE GENERALE  
ACCOUNT #: 189383  
ABA #: 026004226  
ACCOUNT NAME: SALZGITTER MANNESMANN INTERNATIONAL (USA), INC.

DMSCH06188

OUR ORDER NUMBER AND THE INVOICE NUMBER MUST BE INCLUDED ON ALL RELATED CORRESPONDENCE CONCERNING THE INVOICE, INCLUDING ALL REMITTANCES. MILL WEIGHTS ARE FINAL. ATMOSPHERIC RUST ON UNPACKED MATERIALS IS NOT CLAIMABLE. NO CLAIMS ACCEPTED AFTER 30 DAYS OF RECEIPT OF MATERIAL.



**TERMS AND CONDITIONS OF SALE**

(These attached terms and conditions are an integral part of the contract and supersede any and all other terms and conditions that have been presented by Purchaser)

1. **TERMS PARAMOUNT:** The contract between Purchaser and Seller shall be solely as defined hereby together with all of the documents or attachments referenced herein except as it may be modified by changes hereto. In the event of any conflict between the terms of the contract as defined hereby and the terms of the Purchaser's purchase order, letter of credit or other document incidental to this contract, the terms set forth herein shall prevail. Any conditions or exceptions which may be stated in any communication or document received by Seller from Purchaser shall be of no effect unless specifically agreed to in writing by Seller. This Sales Confirmation constitutes notice of objection to any conditions in Purchaser's inquiry or purchase order or any other documents which are contrary or in addition to the conditions set forth herein.
2. **WARRANTY: SELLER WARRANTS THAT ALL MATERIAL CONFORMS TO CONTRACT SPECIFICATIONS; THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS OR OTHERWISE, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THE CONTRACT.**
3. **QUANTITY:** Unless otherwise specified, Seller may deliver and Purchaser will accept up to ten (10%) percent more or less than the contract quantity. Where material is sold on an actual weight basis, mill weights shall be conclusive.
4. **PARTIAL SHIPMENTS:** Unless otherwise specified, Seller shall have the right to make partial shipments. Each partial shipment shall be deemed a separate sale and payment shall become due therefore in accordance with the terms of payment.
5. **RISK OF LOSS:** Purchaser shall bear all risk of loss or damage to or destruction of the material covered hereby from after delivery at the point of delivery stipulated in the contract, unless otherwise expressly provided.
6. **IMPORT DUTY AND TAXES:** If the contract calls for Seller to pay duty on imported material, and only in such case, Seller shall pay the amount of United States import duty at the rates stated in the Tariff Schedules of the United States in effect on the date of the contract. If duty is determined by value, it shall be based upon Seller's cost. If the total amount of duties (regular and special), at any time, required to be paid is for any reason whatsoever greater (or less) than this amount, the difference shall be charged (or credited) to Purchaser. In the event that any new or increased U.S. Federal, State or local taxes, however denominated are imposed upon the imported material after the date of the contract, such new or increased taxes shall be for the account of and charged to Purchaser.
7. **Cost of Insurance and Transportation:** If the contract provides that Seller shall pay insurance and transportation costs, they shall be at the applicable rates in effect at the date of the contract. If for any reason the cost of insurance or transportation increases prior to the shipment date, such increases shall be for the account of and charged to Purchaser.
8. **DELAY IN OR NON-SHIPMENT:** If for any reason beyond the control of Seller or of Seller's supplier shipment is not made within the time specified:
  - (a) Seller shall not be liable therefore and,
  - (b) Unless otherwise agreed, the time for shipment shall be extended for a period of ninety (90) days, and Purchaser, if payment is to be made by letter of credit, shall extend such letter of credit for ninety (90) days. If shipment is not made within such extended ninety (90) day period, the contract shall be deemed to be cancelled by mutual consent and without liability to either party. In no event shall Seller be liable for consequential or special damages for delay in or non-shipment of any material under this contract.
9. **DEVIATION:** If after the material has been shipped, its arrival at the destination port is delayed or prevented; or the vessel is deviated to a different port for reasons beyond Seller's control, the Seller shall advise the Purchaser of any such delay and or deviation within a reasonable time and shall cooperate with the Purchaser to get the material to the Purchaser's original destination stipulated by the accepted contract, without prejudice or liability to the Seller.
10. **CLAIMS:** (a) **Shortages:** All claims for shortages in deliveries must be made promptly after receipt of the material by Purchaser. All claims for shortages must be supported by documentary evidence in the form of exceptions taken on delivery receipt (however denominated) furnished by Purchaser to the delivering carrier. Failure to take such exceptions at time of delivery shall constitute an absolute bar to any claim.  
  
(b) **Damaged or Defective Material:** All claims of damaged or defective material are barred unless reported in writing by Purchaser to Seller, with full particulars, promptly after the damage was or reasonably should have been discovered, and full facilities are offered Seller and its insurer for inspection and investigation.  
  
All claims must be made by registered or certified mail, or courier, must state with particularity the defect or damage complained of and must be supported by documentary evidence. In no event may any claim be made more than thirty (30) days after material is received by Purchaser or thirty (30) days after the defect or damage reasonably should have been discovered.  
  
In the event that a timely and bona fide claim is made with respect to damaged or defective material, Purchaser shall be entitled, at Seller's sole and exclusive option, to replacement of the material, refund of any purchase price paid therefore or an allowance. Seller shall not be otherwise liable for such damaged or defective material or its use or for consequential or special damages. Purchaser's obligation to accept and make payment on time for the balance of the material delivered or to be delivered under the contract shall not be affected thereby.  
  
In case of a dispute as to whether material meets contract specifications, Seller or Purchaser may designate a mutually acceptable independent testing company and/or surveyor to make an examination and in such case said testing Company's and/or surveyor's findings shall be conclusive and binding on both parties (the expense of which examination shall be borne by Seller with respect to each item found not to conform to specifications and by Purchaser with respect to each item found to conform to specifications). Seller shall not be responsible for inherent vice, such as atmospheric rust if steel is ordered without wrapping, and for internal sweating on wrapped steel. Seller shall not be deemed to have knowledge of the intended ultimate purchase or use of any of the material.
11. **SELLER'S REMEDIES:** In the event that Purchaser fails to perform its obligations, Seller, at its option, may cancel the contract and recover from Purchaser its damages, including its expenses, mill cancellation fees and the difference between the contract price and the lesser of Seller's cost or the market price at point of delivery, or Seller may dispose of the material publicly or privately from Purchaser's account and apply the net proceeds, after deducting expenses of disposition, against the purchase price. In the case of any deficiency, Purchaser shall remain liable therefore. Seller's expenses in either case shall include reasonable attorney's fees and other costs of enforcing its rights.
12. **PURCHASER'S REMEDIES:** Except as otherwise provided herein, failure of Seller to entitle Purchaser, at Seller's sole and exclusive option, to replacement of material shipped, refund of any purchase price paid therefore or an allowance. Seller shall not be liable for any consequential or special damages.

13. **INTEREST DUE ON LATE PAYMENT:** If payment is not made on time, Seller, in addition to its other legal rights, shall be entitled to interest at the highest rate allowed by law, or at a minimum, which shall equal prime as published in the Wall Street Journal, plus two (2%) percent.
14. **SUSPENSION OF FUTURE SHIPMENTS – CHANGE OF CREDIT TERMS:** Purchaser hereby represents that it is solvent and Purchaser's signing of any delivery receipt (however denominated) furnished by Purchaser to the delivering carrier shall constitute a further representation of solvency at the time of signing such receipt. Seller shall have the right to withhold shipment of any portion of the material covered by this contract or any other existing contract between Seller and Purchaser, in the event Purchaser fails to make payment when due under any contract between Purchaser and Seller. Said action on the part of Seller shall not release Purchaser from its obligation to accept and pay for such remaining portion of material if and when shipped by Seller, such remaining portion of material if and when shipped by Seller.
- If at any time there is a change in the financial conditions or structure of Purchaser, arising from a change in business or market conditions or otherwise, or arising from a merger, reorganization or other change in business form, or if Purchaser becomes insolvent, makes an assignment for the benefit of creditors, or a petition in bankruptcy with respect to Purchaser is filed, or if any lien, arising from judicial process or otherwise, is placed upon any material asset of Purchaser, or if Purchaser breaches any provisions hereof, then Seller shall have the right to cancel the contract, including but not limited to requiring the payment of cash in advance of delivery.
15. **SECURITY INTEREST:** Purchaser grants Seller a security interest in all property of Purchaser now or hereafter in Seller's possession or control and Seller may hold such property as security for payment of all obligations due to Seller and may dispose of such property at private sale to satisfy amounts owed to Seller by Purchaser.
16. **MODIFICATIONS:** The contract constitutes the entire agreement between the parties and no modification shall be effective unless agreed to in writing.
17. **NON-WAIVER OF TERMS:** failure of Seller to insist upon strict performance of any terms and conditions hereof shall not be deemed a waiver of any rights Seller may have. The shipping or receiving of any material shall not be deemed a waiver of any rights concerning a failure by Purchaser to comply with any provision hereof. Waiver by Seller of any provision hereof shall not constitute a waiver as to any other provision, and shall not affect the right of Seller to exercise thereafter any right or remedy in the event of any other default whether similar or not.
18. **REPRESENTATIONS:** Purchaser and Seller agree that no representations have been made or relied upon, except as specifically stated herein.
19. **ASSIGNMENT:** This contract may not be assigned without the written agreement of the parties.
20. **SEVERABILITY:** Any legally invalid provision hereof shall be considered severable.
21. **FORCE MAJEURE:** Seller shall be relieved from performance of its obligations, promises, covenants or warranties hereunder due to inability to perform in whole or in part as a result of force majeure, which shall include without limitation compliance with any law, ordinance, regulation, ruling order or other governmental action, judicial decree or treaty (including embargo, wage or price control, or rationing or allocation of services or commodities), or due to acts of God, fire, flood, war, sabotage, accidents, labor disputes, shortage or failure of supply of transportation, supply of materials or equipment, interruption of or delay in communications or transportation, or any other circumstances of like nature beyond the reasonable control of Seller.
22. **GOVERNING LAW:** The contract between Purchaser and Seller as defined by this Sales confirmation shall be governed by the laws of the State of Texas, United States of America.
23. **ARBITRATION:** Any controversy or claims arising out of said contract, or the breach thereof, shall be determined by arbitration in Houston, Harris County, Texas in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof.



**EXHIBIT B**

**EXHIBIT B**

**UNITED STATES DISTRICT COURT  
FOR THE  
MIDDLE DISTRICT OF ALABAMA**

**SALZGITTER MANNESMANN  
INTERNATIONAL (USA), INC.,**

**Plaintiff,**

**V.**

**SOUTHEASTERN STUD &  
COMPONENTS, INC.,**

**Defendant.**

**CASE NO. CV-2:07-CV-764-MHT**

**DEFENDANT'S RESPONSE TO  
PLAINTIFF'S REQUESTS FOR ADMISSION TO DEFENDANT**

COMES NOW, Defendant Southeastern Stud & Components, Inc., in the above styled cause, and responds to the Plaintiff's Request for Admissions to Defendant, bearing a service date of December 20, 2007 as follows:

**GENERAL OBJECTIONS**

Defendant objects to each of the Plaintiff's discovery requests to the extent that they are overly broad, vague, unduly burdensome, seek information not designed nor reasonably calculated to the discovery of relevant evidence; and, purport to request information protected by the attorney/client privilege or the work-product doctrine or seeks information taken and/or prepared in anticipation of litigation, or privileged, not subject to discovery or which otherwise are impermissible subjects of discovery under the rules of civil procedure.

Defendant further objects to each discovery request to the extent each seeks documents or things that constitute confidential, proprietary information or to which Defendant has a duty or obligation of confidentiality with respect to persons or entities not parties to this litigation. This objection is made specifically, but without limitation, with respect to any request that entails

disclosure of the identities or other confidential information of persons not parties to this litigation, whose privacy rights would be violated by such disclosure.

1. On or about April 16, 2006, Southeastern Stud issued to Plaintiff a purchase order designated P.O. #1357.

RESPONSE: The Defendant is unable to verify the date, however, a purchase order was issued with the number 1357, therefore, this item is admitted as to the purchase order number only.

2. On or about September 20, 2006, Plaintiff made available to Southeastern Stud certain steel products referenced in your P.O. #1357.

RESPONSE: The Defendant is without sufficient knowledge or information to either admit or deny the factual basis of this request and it is therefore denied.

3. On or about May 11, 2006, Southeastern Stud issued to Plaintiff a purchase order designated P.O. #1414.

RESPONSE: Admitted

4. On or about September 17, 2006, the vessel Myron N arrived in New Orleans, LA, carrying certain steel products referenced in your P.O. #1414.

RESPONSE: The Defendant is unable to verify the date nor the vessel referenced, however, at least a portion of the steel products under the instant purchase order was either picked up or delivered to the Defendant, therefore, this request for admission is admitted in part and denied in part.

5. On or about July 13, 2006, Southeastern Stud issued to Plaintiff a purchase order designated P.O. #1496.

RESPONSE: Admitted

6. On or about October 7, 2006, the vessel Top Rich arrived in New Orleans carrying certain steel products referenced in your P.O. #1496.

RESPONSE: The Defendant is unable to verify the date nor the vessel referenced, however, at least a portion of the steel products under the instant purchase order was either picked up or delivered to the Defendant, therefore, this request for admission is admitted in part and denied in part.

7. On or about January 1, 2006, Southeastern Stud issued to Plaintiff a purchase order designated P.O. #012306-1 or P.O. #sd-012306-1.

RESPONSE: The Defendant is unable to verify the date, however, a purchase order was issued with a number of 012306-1 and 1033 and this may be the same purchase order referenced in this

request for admission, however, without further information, the Defendant is without sufficient knowledge or information to either admit or deny the factual basis of this request and it is therefore denied.

8. On or about October 25, 2006, Plaintiff made available to defendant certain steel products referenced in your P.O. #sd-012306-1.

RESPONSE: The Defendant is unable to verify the date, however, at least a portion of the steel products under the instant purchase order (012306-1 and 1033) was either picked up or delivered to the Defendant, therefore, this request for admission is admitted in part and denied in part.

9. On or about December 21, 2006, Southeastern Stud or your representative requested Plaintiff make available to you certain steel products referenced in your P.O. #1414.

RESPONSE: The Defendant is without sufficient knowledge or information sufficient to either admit or deny the factual basis of this request and it is therefore denied.

10. On or about February 2, 2007, Plaintiff made available to Southeastern Stud certain steel products referenced in your P.O. #1414.

RESPONSE: The Defendant is without sufficient knowledge or information sufficient to either admit or deny the factual basis of this request and it is therefore denied.

11. On or about April 25, 2007, Southeastern Stud or your representative requested Plaintiff make available to you certain steel products referenced in your P.O. #sd-012306 and P.O. #1496.

RESPONSE: The Defendant is without sufficient knowledge or information sufficient to either admit or deny the factual basis of this request and it is therefore denied.

12. Southeastern Stud has, to date, paid only \$46,387.91 towards Invoice No. 24446, attached hereto as Exhibit A.

RESPONSE: The Defendant is without sufficient knowledge or information sufficient to form a belief as to the truth of this request and it is therefore denied.

13. Southeastern Stud has, to date, paid only \$20,000.00 towards Invoice No. 24605, attached hereto as Exhibit B.

RESPONSE: Admitted

14. Southeastern Stud has, to date, not paid any amounts towards Invoice No. 24646, attached hereto as Exhibit C.

RESPONSE: Admitted

15. Southeastern Stud has, to date, not paid any amounts towards Invoice No. 24648,

attached hereto as Exhibit D.

RESPONSE: Admitted

16. Southeastern Stud has, to date, not paid any amounts towards Invoice No. 24677, attached hereto as Exhibit E.

RESPONSE: Admitted

17. Southeastern Stud has, to date, not paid any amounts towards Invoice No. 24840, attached hereto as Exhibit F.

RESPONSE: Admitted

18. Southeastern Stud has, to date, not paid any amounts towards Invoice No. 25501, attached hereto as Exhibit G.

RESPONSE: The Defendant is without sufficient knowledge or information sufficient to form a belief as to the truth of this request and it is therefore denied.

DOCUMENTS: Pursuant to Rule 36, Plaintiff requests that Defendant admit or deny the truth, authenticity, and correctness of the following documents as detailed below and, if denied, state



the basis for denial:

1. The four purchase orders designated P.O. #1357, P.O. #1414; P.O. #1496, and P.O. #sd-012306-1, attached hereto as Exhibit H.

RESPONSE: Admitted

2. The four order confirmations, attached hereto as Exhibit I, and referencing those purchase orders designated P.O. #1357, P.O. #1414; P.O. #1496, and P.O. #sd-012306-1.

RESPONSE: Admitted

Respectfully submitted on this the 1<sup>st</sup> day of February 2008.

Southeastern Stud &  
Components, Inc.

By: Nancy K. Thornton  
Nancy K. Thornton

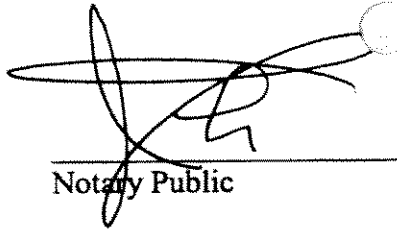
Its: Controller

STATE OF ALABAMA

COUNTY OF MONTGOMERY

I, the undersigned, a Notary Public in and for County in said State, hereby certify that Nancy K. Thornton whose name as Controller of **Southeastern Stud & Components, Inc.**, a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand this 1<sup>st</sup> day of February 2008.



Notary Public

(SEAL)

My commission expires:

THIS INSTRUMENT WAS PREPARED BY:

Memory & Day  
P.O. Box 4054  
Montgomery, AL 36013  
Tel (334) 834-8000  
Fax (334) 834-8001  
vgmemory@memorylegal.com  
jlday@memorylegal.com